

RFP GS05P17SLD0004 Elevator Services
Joseph P. Kinneary US Courthouse, Columbus OH
John W. Bricker Federal Building, Columbus, OH
John W. Bricker Parking Garage, Columbus, OH



**REQUEST FOR PROPOSAL
(RFP)**

U.S. GENERAL SERVICES ADMINISTRATION

PBS, AMD, Great Lakes Region,
Southern Services Contracting Team
201 SUPERIOR AVENUE, SUITE 450
CLEVELAND, OHIO 44114



FULL AND OPEN COMPETITION

ELEVATOR MAINTENANCE SERVICES

PROJECT: Joseph P. Kinneary US Courthouse, Columbus OH
John W. Bricker Federal Building, Columbus, OH
John W. Bricker Parking Garage, Columbus, OH

SOLICITATION NO: GS05P17SLD0004

ISSUE DATE: February 15, 2017 (Wednesday)

CLOSING DATE & TIME: March 16, 2017 (Thursday)
12:00 PM (EST)

CONTRACT NO: GS05P17SLD0006

DATE OF AWARD: April 28, 2017

ISSUED BY:

U.S. General Services Administration
Public Buildings Service
GENERAL SERVICES ADMINISTRATION

PBS, AMD, Southern Services Contracting Team
201 SUPERIOR AVENUE, SUITE 450
CLEVELAND, OHIO 44114
Attention: Connie Bilek-Hammond – 216.522.4594

GSA GSA GSA GSA GSA GSA GSA GSA GSA GSA GSA GSA GSA

GSAR 552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JUNE 2005)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$650,000 (\$1,500,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small

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[illegible]

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUIREMENT NUMBER	PAGE 1 OF L R F P R.
2. CONTRACT NO. GS05P17SLD0006	3. AWARD/EFFECTIVE DATE 04/27/2017 7/1/17	4. ORDER NUMBER	5. SOLICITATION NUMBER GS05P17SLD0004	6. SOLICITATION ISSUE DATE 02/15/2017	
7. FOR SOLICITATION INFORMATION CALL: a. NAME CONNIE BILEK-HAMMOND			b. TELEPHONE NUMBER (No collect calls) 216-522-4594		8. OFFER DUE DATE/LOCAL TIME 03/16/2017 12 00PM EST
9. ISSUED BY GSA, PBS, ACQUISITION MANAGEMENT DIVISION SOUTHERN SERVICES CONTRACTING TEAM 201 SUPERIOR AVE SUITE 450 CLEVELAND, OHIO 44114			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ %FOR: <div style="display: flex; justify-content: space-between;"> <div> NAICS: 238290 SIZE STANDARD </div> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8 (A) </div> </div>		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13. RATING 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING		
15. DELIVER TO Joseph P. Kinneary US Courthouse 85 Marconi Boulevard, Columbus, OH 43215			16. ADMINISTERED BY Connie Bilek-Hammond 201 Superior Ave Suite 450 Cleveland, Ohio 44114		
17a. CONTRACTOR/OFFEROR FUJITEC AMERICA, INC. 7258 INNOVATION WY STE 100 MASON, OH 45040-8015 USA TELEPHONE NO.			18a. PAYMENT WILL BE MADE BY PBS PAYMENTS BRANCH P.O. BOX 17181 FORT WORTH TX 76102-0181		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	ELEVATOR MAINTENANCE SERVICES - BASE YEAR Joseph P. Kinneary US Courthouse, Columbus, OH; John W. Bricker Federal Building, Columbus, OH; John W. Bricker Parking Garage, Columbus, OH	12	mon	(b) (4)	
		12	mon		
		12	mon		
2	Four option years - Total Evaluated Price, all locations	4	yrs	(b) (4)	
3	Total Evaluated Price, all locations	5	yrs		
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA Please see attached				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$65,400.00	
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED </div> <div> <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: </div> </div>					
30b. NAME AND TITLE OF SIGNER (Type or print) Raymond L. Gibbons		30c. DATE SIGNED 3/21/17	31b. NAME OF CONTRACTING OFFICER (Type or print) Connie Bilek-Hammond		31c. DATE SIGNED 4/27/17

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY/MM/DD)*

42d. TOTAL CONTAINERS

SF1449 List of Accounting Strings

Accounting String	Amount Obligated
EK-GS-05-P-17-SL-D-0006.2016.192X.05.P0525165.PG61.PGA44.K08..OH0208CL.....	\$0.00
EK-GS-05-P-17-SL-D-0006.2016.192X.05.P0525165.PG61.PGA44.K08..OH0209CL.....	\$0.00
EK-GS-05-P-17-SL-D-0006.2016.192X.05.P0525165.PG61.PGA44.K08..OH0046ZZ.....	\$0.00
EK-GS-05-P-17-SL-D-0006.2017.192X.05.P0525165.PG61.PGA44.K08..OH0208CL.....	(b) (4)
EK-GS-05-P-17-SL-D-0006.2017.192X.05.P0525165.PG61.PGA44.K08..OH0209CL.....	(b) (4)
EK-GS-05-P-17-SL-D-0006.2017.192X.05.P0525165.PG61.PGA44.K08..OH0046ZZ.....	(b) (4)

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
0001	<p>Colubmus Elevator Contract GS-05-P-17-SL-D-0006 Elevator contract for Year 1- Joseph P Kinneary USCH OH0046ZZ from 7-1-17 to 6/30/18 Fujitec America's Final Proposal Revision (FPR) dated 3/21/2017 for the 12 month base price for preventative maintenance of (b) (4) monthly) for the Joseph P Kinneary US Courthouse, John W Bricker Federal Building, & John W Bricker Parking garage in Columbus, Ohio submitted in response to our subject Request for Proposal, is accepted in accordance with the specifications, terms, conditions, and amendments. You are hereby awarded contract GS05P17SLD0006 for one (1) base year with four (4) one year options for elevator maintenance services at the Columbus, Ohio locations. In addition, your offered prices to perform services as identified in Section B, Base year line items are accepted. (Hourly Pricing for Emergency call back service at (b) (4) an hour; Hourly Pricing for Additional Services</p>	12	MO	(b) (4)	(b) (4)

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
0002	<p>(b) (4) an hour for Overtime Services). EK-GS-05-P-17-SL-D-0006.2017.192X .05.P0525165.PG61.PGA44.K08. .OH0046ZZ..... Obligated: (b) (4) PoP: 07/01/2017 - 06/30/2018</p> <p>OH0208CL - Year 1 - John W Bricker Federal Building New elevator contract for OH0208CL to begin 7-1-17. EK-GS-05-P-17-SL-D-0006.2017.192X .05.P0525165.PG61.PGA44.K08. .OH0208CL..... Obligated: (b) (4) PoP: 07/01/2017 - 06/30/2018</p>	12	MO	(b) (4)	(b) (4)
0003	<p>OH0209CL - Year 1 Bricker Parking Garage New elevator contract for OH0209CL to begin 7-1-17. EK-GS-05-P-17-SL-D-0006.2017.192X .05.P0525165.PG61.PGA44.K08. .OH0209CL..... Obligated: (b) (4) PoP: 07/01/2017 - 06/30/2018</p>	12	MO	(b) (4)	(b) (4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1	OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 3/14/2017	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED General Services Administration PBS,AMD, Southern Services Contracting Team 201 Superior Avenue suite 450 Cleveland, Ohio 44114		7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Fujitec America 275 Old Countyline Rd. Suite F Westerville, Oh. 43081		(✓) X	9A. AMENDMENT OF SOLICITATION NO. GS05P17SLD0004	
			9B. DATED (SEE ITEM 11) 3/14/2017	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, **X** is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Amendment 0001 hereby incorporates the February 28, 2017 Pre-Proposal Conference agenda and Sign in sheet for the new elevator solicitation GS05P17SLD0004 for the Joseph P. Kinneary US Courthouse 85 Marconi Boulevard, Columbus, OH 43215; John W. Bricker Federal Building 200 N. High Street, Columbus, OH 43215; John W. Bricker Parking Garage 200 N. High Street, Columbus, OH 432

Except as provided herein, all terms and conditions of the document reference in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) GSA Ref# GS06F0035N RAYMOND L. GIBSON, C.F.O.	15B. DATE SIGNED 3/15/17	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BY _____ (Signature of Contracting Officer)	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
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5PMC COMPUTER GENERATED FORM (03-99)

STANDARD FORM 30 (10-83)

YOU MUST ACKNOWLEDGE RECEIPT OF THIS AND ALL AMENDMENTS AS INDICATED IN BLOCK 11 SHOWN ABOVE. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR OFFER.

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Joseph P. Kinneary US Courthouse, Columbus OH
John W. Bricker Federal Building, Columbus, OH
John W. Bricker Parking Garage, Columbus, OH

SECTION B – SUPPLIES OR SERVICES AND PRICES

B.1. Description of Services

The contractor shall provide all management, supervision, labor, materials, supplies and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure effective performance of all services described herein. The contractor will be required to provide elevator maintenance and related services in accordance with the requirements of this solicitation at the following location(s):

Location #1: **Joseph P. Kinneary US Courthouse**
85 Marconi Boulevard, Columbus, OH 43215

Location #2: **John W. Bricker Federal Building**
200 N. High Street, Columbus, OH 43215

Location #3: **John W. Bricker Parking Garage**
200 N. High Street, Columbus, OH 43215

B.2. Term of Contract

After award, the successful offeror will be given a written Notice to Proceed, and shall provide elevator maintenance and related services for a one (1) year period commencing on the day specified in the Notice to Proceed. Work under this contract is expected to commence on or about 7/1/2017. It is the intent of the Government that the Notice to Proceed will provide for at least 30 working days prior to commencement of work.

B.3. Option to Extend the Term of the Contract

The Government shall have the unilateral option of extending the term of this contract for four (4) consecutive additional periods of one (1) year each.

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 John W. Bricker Federal Building, Columbus, OH
 John W. Bricker Parking Garage, Columbus, OH

*(item #2-4 pricing is per hour)

B.4. Offer for Services

LOCATION #1: Joseph P. Kinneary US Courthouse

(a) INITIAL 12 MONTH PERIOD

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1.	Standard Service to include Preventive Maintenance, Repair, Testing, Service Call, Overtime and Related Services Refer to note B.5.a	Month	12	\$ (b) (4)
2.	Emergency Call-Back Services During Other Than Normal Working Hours Refer to notes B.5.b,d,g	Hour	10	\$ (b) (4)
3.	Additional Services Refer to notes B.5.b,c,d,g	Hour	5	\$ (b) (4)
4.	Overtime Services Refer to notes B.5.b,c,d,g	Hour	5	\$ (b) (4)
Prompt Payment Discount: _____% _____Days				

(b) OPTION 1 - FIRST ADDITIONAL 12 MONTH PERIOD (Joseph P. Kinneary US Courthouse)

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1.	Standard Service to include Preventive Maintenance, Repair, Testing, Service Call, Overtime and Related Services Refer to note B.5.a	Month	12	\$ (b) (4)
2.	Emergency Call-Back Services During Other Than Normal Working Hours Refer to notes B.5.b,d,g	Hour	10	\$ (b) (4)
3.	Additional Services Refer to notes B.5.b,c,d,g	Hour	5	\$ (b) (4)
4.	Overtime Services Refer to notes B.5.b,c,d,g	Hour	5	\$ (b) (4)
Prompt Payment Discount: _____% _____Days				

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 John W. Bricker Federal Building, Columbus, OH
 John W. Bricker Parking Garage, Columbus, OH

(c) OPTION 2 - SECOND ADDITIONAL 12 MONTH PERIOD (Joseph P. Kinneary US Courthouse)

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1.	Standard Service to include Preventive Maintenance, Repair, Testing, Service Call, Overtime and Related Services Refer to note B.5.a	Month	12	\$ (b) (4)
2.	Emergency Call-Back Services During Other Than Normal Working Hours Refer to notes B.5.b,d,g	Hour	10	\$ (b) (4)
3.	Additional Services Refer to notes B.5.b,c,d,g	Hour	5	\$ (b) (4)
4.	Overtime Services Refer to notes B.5.b,c,d,g	Hour	5	\$ (b) (4)
Prompt Payment Discount: _____% _____ Days				

(d) OPTION 3 - THIRD ADDITIONAL 12 MONTH PERIOD (Joseph P. Kinneary US Courthouse)

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1.	Standard Service to include Preventive Maintenance, Repair, Testing, Service Call, Overtime and Related Services Refer to note B.5.a	Month	12	\$ (b) (4)
2.	Emergency Call-Back Services During Other Than Normal Working Hours Refer to notes B.5.b,d,g	Hour	10	\$ (b) (4)
3.	Additional Services Refer to notes B.5.b,c,d,g	Hour	5	\$ (b) (4)
4.	Overtime Services Refer to notes B.5.b,c,d,g	Hour	5	\$ (b) (4)
Prompt Payment Discount: _____% _____ Days				

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 Joseph P. Kinneary US Courthouse, Columbus OH
 John W. Bricker Federal Building, Columbus, OH
 John W. Bricker Parking Garage, Columbus, OH

(e) OPTION 4 - FOURTH ADDITIONAL 12 MONTH PERIOD (Joseph P. Kinneary US Courthouse)

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1.	Standard Service to include Preventive Maintenance, Repair, Testing, Service Call, Overtime and Related Services Refer to note B.5.a	Month	12	\$ (b) (4)
2.	Emergency Call-Back Services During Other Than Normal Working Hours Refer to notes B.5.b,d,g	Hour	10	\$
3.	Additional Services Refer to notes B.5.b,c,d,g	Hour	5	\$
4.	Overtime Services Refer to notes B.5.b,c,d,g	Hour	5	\$
Prompt Payment Discount: _____% _____Days				

RFP GS05P17SLD0004 Elevator Services
 Joseph P. Kinneary US Courthouse, Columbus OH
 John W. Bricker Federal Building, Columbus, OH
 John W. Bricker Parking Garage, Columbus, OH

LOCATION #2: John W. Bricker Federal Building
(a) INITIAL 12 MONTH PERIOD

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1.	Standard Service to include Preventive Maintenance, Repair, Testing, Service Call, Overtime and Related Services Refer to note B.5.a	Month	12	\$ (b) (4)
2.	Emergency Call-Back Services During Other Than Normal Working Hours Refer to notes B.5.b,d,g	Hour	10	\$ (b) (4)
3.	Additional Services Refer to notes B.5.b,c,d,g	Hour	5	\$ (b) (4)
4.	Overtime Services Refer to notes B.5.b,c,d,g	Hour	5	\$ (b) (4)
Prompt Payment Discount: _____% _____Days				

(b) OPTION 1 - FIRST ADDITIONAL 12 MONTH PERIOD (John W. Bricker Federal Building)

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1.	Standard Service to include Preventive Maintenance, Repair, Testing, Service Call, Overtime and Related Services Refer to note B.5.a	Month	12	\$ (b) (4)
2.	Emergency Call-Back Services During Other Than Normal Working Hours Refer to notes B.5.b,d,g	Hour	10	\$ (b) (4)
3.	Additional Services Refer to notes B.5.b,c,d,g	Hour	5	\$ (b) (4)
4.	Overtime Services Refer to notes B.5.b,c,d,g	Hour	5	\$ (b) (4)
Prompt Payment Discount: _____% _____Days				

RFP GS05P17SLD0004 Elevator Services
 Joseph P. Kinneary US Courthouse, Columbus OH
 John W. Bricker Federal Building, Columbus, OH
 John W. Bricker Parking Garage, Columbus, OH

(c) OPTION 2 - SECOND ADDITIONAL 12 MONTH PERIOD (John W. Bricker Federal Building)

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1.	Standard Service to include Preventive Maintenance, Repair, Testing, Service Call, Overtime and Related Services Refer to note B.5.a	Month	12	\$ (b) (4)
2.	Emergency Call-Back Services During Other Than Normal Working Hours Refer to notes B.5.b,d,g	Hour	10	\$
3.	Additional Services Refer to notes B.5.b,c,d,g	Hour	5	\$
4.	Overtime Services Refer to notes B.5.b,c,d,g	Hour	5	\$
Prompt Payment Discount: _____% _____Days				

(d) OPTION 3 - THIRD ADDITIONAL 12 MONTH PERIOD (John W. Bricker Federal Building)

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1.	Standard Service to include Preventive Maintenance, Repair, Testing, Service Call, Overtime and Related Services Refer to note B.5.a	Month	12	\$ (b) (4)
2.	Emergency Call-Back Services During Other Than Normal Working Hours Refer to notes B.5.b,d,g	Hour	10	\$
3.	Additional Services Refer to notes B.5.b,c,d,g	Hour	5	\$
4.	Overtime Services Refer to notes B.5.b,c,d,g	Hour	5	\$
Prompt Payment Discount: _____% _____Days				

RFP GS05P17SLD0004 Elevator Services
 Joseph P. Kinneary US Courthouse, Columbus OH
 John W. Bricker Federal Building, Columbus, OH
 John W. Bricker Parking Garage, Columbus, OH

(e) OPTION 4 - FOURTH ADDITIONAL 12 MONTH PERIOD (John W. Bricker Federal Building)

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1.	Standard Service to include Preventive Maintenance, Repair, Testing, Service Call, Overtime and Related Services Refer to note B.5.a	Month	12	\$ (b) (4)
2.	Emergency Call-Back Services During Other Than Normal Working Hours Refer to notes B.5.b,d,g	Hour	10	\$
3.	Additional Services Refer to notes B.5.b,c,d,g	Hour	5	\$
4.	Overtime Services Refer to notes B.5.b,c,d,g	Hour	5	\$
Prompt Payment Discount: _____% _____Days				

RFP GS05P17SLD0004 Elevator Services
 Joseph P. Kinneary US Courthouse, Columbus OH
 John W. Bricker Federal Building, Columbus, OH
 John W. Bricker Parking Garage, Columbus, OH

LOCATION #3: John W. Bricker Parking Garage

(a) INITIAL 12 MONTH PERIOD

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1.	Standard Service to include Preventive Maintenance, Repair, Testing, Service Call, Overtime and Related Services Refer to note B.5.a	Month	12	\$ (b) (4)
2.	Emergency Call-Back Services During Other Than Normal Working Hours Refer to notes B.5.b,d,g	Hour	10	\$
3.	Additional Services Refer to notes B.5.b,c,d,g	Hour	5	\$
4.	Overtime Services Refer to notes B.5.b,c,d,g	Hour	5	\$
Prompt Payment Discount: _____% _____Days				

(b) OPTION 1 - FIRST ADDITIONAL 12 MONTH PERIOD (John W. Bricker Parking Garage)

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1.	Standard Service to include Preventive Maintenance, Repair, Testing, Service Call, Overtime and Related Services Refer to note B.5.a	Month	12	\$ (b) (4)
2.	Emergency Call-Back Services During Other Than Normal Working Hours Refer to notes B.5.b,d,g	Hour	10	\$
3.	Additional Services Refer to notes B.5.b,c,d,g	Hour	5	\$
4.	Overtime Services Refer to notes B.5.b,c,d,g	Hour	5	\$
Prompt Payment Discount: _____% _____Days				

RFP GS05P17SLD0004 Elevator Services
 Joseph P. Kinneary US Courthouse, Columbus OH
 John W. Bricker Federal Building, Columbus, OH
 John W. Bricker Parking Garage, Columbus, OH

(c) OPTION 2 - SECOND ADDITIONAL 12 MONTH PERIOD (John W. Bricker Parking Garage)

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1.	Standard Service to include Preventive Maintenance, Repair, Testing, Service Call, Overtime and Related Services Refer to note B.5.a	Month	12	\$ (b) (4)
2.	Emergency Call-Back Services During Other Than Normal Working Hours Refer to notes B.5.b,d,g	Hour	10	\$
3.	Additional Services Refer to notes B.5.b,c,d,g	Hour	5	\$
4.	Overtime Services Refer to notes B.5.b,c,d,g	Hour	5	\$
Prompt Payment Discount: _____% _____Days				

(d) OPTION 3 - THIRD ADDITIONAL 12 MONTH PERIOD (John W. Bricker Parking Garage)

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1.	Standard Service to include Preventive Maintenance, Repair, Testing, Service Call, Overtime and Related Services Refer to note B.5.a	Month	12	\$ (b) (4)
2.	Emergency Call-Back Services During Other Than Normal Working Hours Refer to notes B.5.b,d,g	Hour	10	\$
3.	Additional Services Refer to notes B.5.b,c,d,g	Hour	5	\$
4.	Overtime Services Refer to notes B.5.b,c,d,g	Hour	5	\$
Prompt Payment Discount: _____% _____Days				

RFP GS05P17SLD0004 Elevator Services
 Joseph P. Kinneary US Courthouse, Columbus OH
 John W. Bricker Federal Building, Columbus, OH
 John W. Bricker Parking Garage, Columbus, OH

(e) OPTION 4 - FOURTH ADDITIONAL 12 MONTH PERIOD (John W. Bricker Parking Garage)

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1.	Standard Service to include Preventive Maintenance, Repair, Testing, Service Call, Overtime and Related Services Refer to note B.5.a	Month	12	\$ (b) (4)
2.	Emergency Call-Back Services During Other Than Normal Working Hours Refer to notes B.5.b,d,g	Hour	10	\$
3.	Additional Services Refer to notes B.5.b,c,d,g	Hour	5	\$
4.	Overtime Services Refer to notes B.5.b,c,d,g	Hour	5	\$
Prompt Payment Discount: _____% _____ Days				

B.5. Note to Offerors

- a. Include all costs for emergency call-back service during normal working in the price per month for standard services. Also include in the price per month for standard services, the cost for overtime associated with the maintenance and testing specifically identified in the solicitation to be performed outside normal working hours. Additional overtime services that may be required will be ordered using the hourly rate specified in B.4.
- b. Quote single per hour prices for emergency call-back during other than normal working hours, overtime and additional services (see Exhibit 4 Definitions) regardless of any commitments on the part of the offeror to pay varying salary rates or travel expenses to its employees. These prices must include all expenses for overhead, General and Administrative (G&A) and profit. No separate allowance for travel time, parking, overhead, G&A or profit will be applied when hourly services are used.
- c. Offerors are cautioned not to confuse overtime services with additional services. Additional services are defined as any work requested by the Government that is within the scope of this contract but in addition to the contract requirements. Overtime services are defined as work within the scope of the contract originally intended to be performed during normal working hours, where the Government requests the work be performed outside of normal working hours to expedite the return of a piece of equipment to operating condition or to minimize disruption to tenants.
- d. The number of hours shown for hourly services represents an estimate of the Government's anticipated need and is for evaluation purposes only.
- e. The term "elevator" is intended to include all elevator, escalator, dumbwaiter, handicapped lift, courtroom lift and wallglider equipment, if applicable, at the location.
- f. Offerors should visit the building and become familiar with existing conditions; examine all contract documents relating to this work, and carefully review the requirements contained in this specification. Offerors shall determine any conditions which affect the work and make a thorough site investigation before submitting an offer. No allowances will be made for failure of an offeror to avail themselves of such information.
- g. The GSA Form 300 will describe the service (for orders of \$2,500.00 or more) to be provided and will establish, excluding emergencies as determined by the Contracting Officer (CO) or the Contracting Officer's Representative (COR), the maximum number of hours for which the contractor will be compensated. Orders of \$2,500.00 or less may

SECTION C – DESCRIPTION, SPECIFICATIONS AND STATEMENT OF WORK

C.1 General Note

The Contracting Officer and the Contracting Officer's Representative will hereafter be referred to as the CO and the COR or CO and designee, respectively.

C.2 Scope of Work

The Contractor shall provide full elevator maintenance service, in compliance with the **ASME Safety Code** requirements, manufacturer's recommendations, **Elevator Industry Field Employees' Safety Handbook**, **National Electrical Code**, and all other applicable laws, regulations, rules, ordinances, codes, etc. Full maintenance service is defined as all services, repairs, inspections and testing necessary to maintain all elevators, appurtenances, and accessories in a fully operational mode at all times except for pre-scheduled downtime including all labor, parts and materials. In part, this includes maintenance and repair of door seals, light bulbs and lighting fixtures in elevator spaces (cars, hoistways, tops and bottoms of cars, and pits), and maintaining acceptable ride quality which may require periodic evaluation and adjustment of guide rails. Reference is made to Section 8.6 of the Code which establishes requirements that must be adhered to.

The maintenance contractor must provide all tools, equipment, supplies and personnel necessary for safely performing all tests required by the ASME A17.1 Safety Code for Elevators and Escalators and the Authority Having Jurisdiction (AHJ). GSA is the AHJ. This includes inspections and tests required at six (6) month, one (1) year, three (3) year and five (5) year intervals, and any other tests determined as necessary by the CO or designee. All tests required by code will be conducted at no additional cost to the government regardless of when the testing is performed.

C.2.1 Governing Factors in Determining the Adequacy of Elevator Maintenance

The adequacy of the elevator maintenance will be determined based on the following factors: measurement of elevator speed, door opening and closing time, performance time, door closing force, floor to floor performance time, mean time between service calls, ride quality, stopping accuracy, downtime, customer feedback, number of repeat service calls, timeliness and quality of service call responses and corrective action, frequency of outages and entrapments, quality and timeliness of preventive maintenance and repairs, timeliness and adequacy of testing and inspection as well as the quality and timeliness of repairs or adjustments identified as a result of tests and inspections. The contractor may be required to verify and provide documentation of the performance measurements referenced during the course of the contract.

A critical component of this performance specification is the contractor's Maintenance Control Plan (MCP). The contractor is required to submit a MCP acceptable to the CO or designee and document compliance with the plan through the use of required service call and preventative maintenance logs. Any deviation from the performance standards identified in **Section J/Exhibit 2** shall be justified to and approved by the CO or their designee in writing.

C.2.1.2 Repair & Replacements

The Contractor shall be responsible for all costs associated with accomplishing repairs and replacements including labor, equipment, materials, supplies and subcontracts for all equipment and systems specified herein. The Contractor shall not be required to make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the Contractor, his/her representatives, employees and subcontractors, or by reason of any other cause beyond the control of the Contractor, except ordinary wear and tear. This does not exempt deficiencies from coverage under this contract that may have developed or were caused prior to the contract effective date. There are no exemptions for obsolescence of any particular component. Excluded from this contract are unprotected hydraulic cylinders and underground piping for hydraulic elevators.

C.2.1.3 Operation of Equipment

The Contractor shall be fully responsible and accountable for the operation of all equipment beginning on the performance start date specified in the Notice to Proceed. Any piece of equipment, component or system not operational by the start of the normal building operating hours shall be reported to the CO or designee no later than 8:00 a.m. that day. The report will include the reason for the outage, corrective action proposed and estimated date the elevator will be returned to service. If the outage is of a recurring nature, the reporting requirement must be repeated daily.

The Contractor shall provide elevator emergency telephone monitoring services for all elevators under this contract. The work shall be accomplished 24 hours a day, seven days a week including holidays. Contractor is responsible for programming the emergency call number into the dialing devices. The Contractor will obtain pertinent information from the caller, and immediately notify the GSA Property Manager of the details.

The Contractor may ask for additional information, as appropriate, including:

- Caller's name
- Location (building name, address) if known
- Elevator number (identified on one of the front side panels and on the elevator inspection certificate if posted)
- Current floor location of elevator, if known
- Number of people trapped
- Is caller a building tenant or visitor

The Contractor will remain on the line with the caller throughout the duration of the entrapment. The Contractor will continue to assess the elevator occupant's condition and any change in the status of the elevator operation or environment within the cab. The Contractor is responsible to continuously update the Property Manager regarding any pertinent information gleaned from the occupants. Additionally, the Contractor will relay to the elevator occupants, all updates from the Property Manager on the status of the actions to restore the elevator to normal operations. GSA shall provide to the Contractor, an emergency contacts list.

C.2.1.4 Minimum Level of Work

These specifications are a statement of the standard level of work and services that are to be provided in certain areas under this contract. They are not intended to be, nor shall they be construed as, limiting specifications or requirements. The contractor will be required to take all steps and measures which would be taken by a prudent building owner to maximize the life expectancy of the elevators and related systems and ensure safe and reliable elevator operation.

C.2.1.5 Maintenance Control Program

The Contractor shall develop, submit, and implement a maintenance control program (MCP) acceptable to the CO or their designee. The MCP must be in compliance with the requirements of the ASME A17.1 Safety Code for Elevators and Escalators Section 8.6. All equipment shall be maintained in accordance with the manufacturer's recommendations, the best practices of the industry, and applicable codes, standards and regulations. If a conflict arises between these standards, the Authority Having Jurisdiction (GSA) will determine the appropriate application.

Within fifteen (15) days after award and no later than the contract start date, whichever is earlier, a copy of the MCP will be provided to the CO or their designee. The MCP must be reviewed and approved by the CO or their designee. Failure to provide a MCP that is fully compliant may result in withholding of payments and/or contract termination. The ASME A17.1 Section 8.6.1.2.1 states: "The MCP shall specify examinations, tests, cleaning, lubrication, and adjustments to applicable components at regular intervals."

The MCP must identify the specific maintenance tasks and frequencies at which they will be performed. These tasks must be based on the manufacturer's recommendations, the type and age of the equipment, the accumulated wear, the environment the equipment is located in, the level and manner of use of the equipment, and any other influencing factors that may require varying levels of maintenance.

These tasks may be organized in groups relating to the location of the tasks being performed, but the individual elements of the each task must be delineated separately. The MCP shall be transmitted electronically to the CO or designee for approval. Once approved, the MCP will be maintained electronically and a current copy maintained/posted in each elevator machine room.

The MCP shall be reviewed regularly by the Contractor to ensure its continued relevance, updating as appropriate to reflect any changes in equipment, condition or use. The updated MCP shall be transmitted electronically to the CO or designee for approval and an updated copy available in each elevator machine room. GSA may request a review of the plan at any time, to ensure its continued suitability and effectiveness.

The contractor shall maintain a preventive maintenance log for each elevator to document compliance with the MCP. A detailed log of all service calls, in compliance with the MCP requirements, shall also be maintained for each elevator. This is in addition to the requirement to submit a report monthly of all work performed. These records represent the official maintenance history of the equipment and as such are the property of GSA. These records must be maintained and secured in the elevator machine room and electronically and remain the property of the Government at the conclusion of this contract. This includes all historical records of maintenance, repair, service calls, warranties, etc. The Contractor must not dispose of any equipment records.

C.2.1.6 Scheduled Work

All scheduled work that requires an elevator to be taken out of service shall be coordinated with the CO or their designee. The contractor is responsible for the installation of appropriate signage or barricades related to the equipment and/or systems outage, based on best practices of the industry or as directed by the COR. In the event an elevator is shutdown, an "Out of Service" sign must be placed at each call button on all floors when the elevator is the only one servicing that area.

C.2.1.7 Changes to Existing Elevator Equipment

The Contractor shall not change or alter the existing elevator equipment or any electrical circuits, wiring, controls, or sequencing without written authorization from the CO or their designee. If changes are authorized, the Contractor shall make appropriate revisions to the elevator drawings and/or specifications. All parts or components installed, or improvements made, by the Contractor during the term of this contract shall become and remain the property of the Government.

C.2.1.8 Inspections and Tests

The Government reserves the right to require the Contractor to perform inspections or tests whenever deemed advisable to ascertain that the requirements of this contract are being fulfilled. All tests shall be scheduled through the CO or their designee and the Government reserves the right to witness all testing. These inspections will be at no additional cost to GSA.

C.2.19 Uninterrupted Elevator Service

GSA requires uninterrupted elevator service to support the mission of tenant agencies and ensure safe and reliable elevator service for the public that visit our facilities. To ensure uninterrupted service, any needed repairs must be scheduled and completed promptly. Failure to maintain an adequate stock of repair parts on site, availability of manpower or access to subcontract resources will not be considered an acceptable reason for delay. If specialty parts or components are needed, the contractor will be required to secure those materials in an expedited manner.

C.2.1.10 Contractor Spaces, Shops and Storage Areas

The Contractor shall maintain the machinery spaces, shops and storage areas in a clean and orderly manner. When work is performed in these areas, the Contractor's personnel shall clean up all debris and leave the area in a safe and presentable condition. All equipment located within the machinery rooms shall be painted as needed to provide a professional and uniform appearance. Painting of equipment must conform to industry standards in terms of color coding and identification. Equipment identification and numbering must be maintained as directed by the CO or designee. The contractor will also be required to maintain the condition of the equipment room floor including cleaning, painting or sealing. If the floor has not been previously sealed or painted, the Contractor will confer with the CO or their designee to confirm the appropriate method for maintenance. Any supplies to be stored on site such as lubricants, rags, cleaners, etc. shall be properly secured in cabinets and labeled as appropriate. Storage shall not negatively impact the means of egress, fire protection systems, and emergency lighting; nor, shall it significantly increase the amount of combustible material in the machinery space. Clearances from electrical equipment shall be maintained as required by NFPA 70, the National Electrical Code.

C.2.1.11 Elevators with Firefighters' Emergency Operation

Each month, the Contractor shall subject all elevators provided with firefighters' emergency operation to Phase I recall. Phase I recall will be conducted by use of the key switch, and a minimum of one-floor operation on Phase II. The Contractor shall correct all deficiencies immediately and provide a report to the CO or designee, detailing the actions taken to correct the deficiencies. The Contractor shall maintain a log of test results in the machine room and make it available to the CO or their designee and elevator inspection personnel upon request.

C.2.1.12 Asbestos Containing Material

Asbestos Containing Material (ACM) or Presumed Asbestos Containing Material (PACM) may be present on the elevators. The contractor is responsible to maintain the existing asbestos containing material if present, in an intact and/or non-friable condition. Locations of asbestos containing material may include the following:

- a. Floor tiles or resilient flooring material inside of the car.
- b. Adhesive flooring mastic inside of the car.
- c. Soundproofing and waterproofing application on the exterior of the car.
- d. Brakes and cable stops.
- e. Circuit boards

The CO or their designee shall inform the Contractor which materials in the building are considered Asbestos Containing Material or Presumed Asbestos Containing Material, based on available data. This does not alleviate the Contractor's responsibility to assess the potential for ACM or PACM and advise the CO or their designee accordingly. If work is expected to disturb asbestos, the Contractor must notify the CO or designee and provide a work plan that complies with OSHA regulations and GSA Asbestos Policy.

C.3. Subcontracting

The Government reserves the right to approve or disapprove any subcontract and any subcontractor selected. The Contractor must

complete all preventive maintenance and service calls with its in-house personnel. The Contractor performing this maintenance work must subcontract for the performance of all safety inspections with licensed individuals/firms independent of the maintenance contractor's organization.

C.4. Personnel

The Contractor shall have in its employ at all times a sufficient number of staff with the required expertise and experience to fully execute the requirements of this contract. Any changes in personnel assigned to this contract, including journeyman elevator mechanics, helpers, supervisors and project managers must be approved by the CO or designee prior to the reassignment of any such personnel. All new personnel must meet all qualifications as stipulated and resumes for all new personnel must be submitted to the CO and or designee prior to any reassignment of personnel on this contract.

C.4.1 Qualifications of the Contract Manager

The contract manager responsible for the management and scheduling of work to be performed under this contract shall possess at least 5 years of recent (within the past 7 years) experience in managing personnel responsible for the operation and maintenance of elevator equipment of the approximate size, supervisory control systems, complexity and other characteristics of the elevators to be operated and maintained under this contract. A detailed resume containing the information specified herein must be submitted to the CO or his/her designee for approval prior to assignment of the contract manager to the contract, but no later than five (5) days after award. Both new and replacement contract managers must meet these qualification standards.

- a. The full name of the proposed contract manager.
- b. A detailed description of the employment history of the proposed contract manager for the past 7 years.
- c. The name(s) and address(es) of the companies for whom the proposed manager worked for the past 7 years along with the name(s) and telephone number(s) of his or her immediate supervisor(s). Exhibit 3 of Section J, List of Documents, Exhibits and Other Attachments, contains a format for submitting key personnel resumes.

C.4.2 Qualifications of the Supervisor

The supervisor responsible for directing the work to be accomplished under this contract shall possess at least 5 years of recent (within the past 7 years) experience in directing operation and maintenance of elevator equipment in a supervisory capacity for elevators of the approximate size, supervisory control systems and other characteristics of the elevators to be operated and maintained under this contract. A detailed resume containing the information specified herein must be submitted to the CO or his/her designee for approval prior to the assignment of any supervisor to the contract, but no later than five (5) days after award. Both new and replacement supervisors must meet these qualification standards.

- a. The full name of the proposed supervisor.
- b. A detailed description of the employment history of the proposed supervisor for the past 7 years.
- c. The name(s) and address(es) of the companies for whom the proposed supervisor worked for the past 7 years, along with the name(s) and telephone number(s) of his or her immediate supervisor(s).

C.4.3 Qualifications of Journeyman Elevator Mechanics

All elevator mechanics engaged in the contract activities specified herein must be of a journeyman status as recognized by the industry and be licensed by the state, local authority, and/or the city local authority in those trades, crafts or professions which require licensing by such jurisdictions. The license must be of a grade or other level consistent with the requirement of the work being performed and/or as established by the referenced jurisdictions. A copy of the license for each employee shall be furnished to the CO or their designee no later than five (5) days after award. All licenses must be kept current for the duration of the contract.

Each mechanic must possess at least 3 years (within the past 5 years), experience in the maintenance, repair, installation and/or inspection of elevators, elevator systems and equipment of equal or greater size, scope and complexity as those covered under this contract. A detailed resume containing the information specified herein must be submitted to the CO or his/her designee for approval prior to the assignment of any mechanic to the contract, but no later than five (5) days after award. Both new and replacement mechanics must meet these qualification standards.

- a. The full name of the proposed mechanic.
- b. A detailed description of the employment history of the proposed mechanic for the past 5 years.
- c. The name(s) and address (es) of the companies for whom the proposed mechanic worked for the past 5 years, along with the name(s) and telephone number(s) of his or her immediate supervisor(s).

C.4.4 Qualifications of Elevator Mechanic Helpers

Elevator Mechanic Helpers may be utilized to perform work for which they are qualified, under the direct supervision of an Elevator Mechanic. Elevator mechanic helpers are not authorized to independently perform preventive maintenance or repairs. The Contractor must provide the elevator mechanic helper's resume to the CO or their designee prior to their assignment on this contract. The detailed resume containing the information specified herein must be submitted to the CO or his/her designee for approval prior to the assignment of any mechanic helper to the contract, but no later than five (5) days after award. Both new and replacement

mechanic helpers must meet these qualification standards.

- a. The full name of the proposed mechanic helper.
- b. A detailed description of the employment history of the proposed mechanic for the past 5 years.
- c. The name(s) and address(es) of the companies for whom the proposed mechanic worked for the past 5 years, along with the name(s) and telephone number(s) of his or her immediate supervisor(s).

C.4.5 Licensing

In the absence of any licensing requirement by state and local jurisdictions, the contractor shall certify, in writing, to the CO or their designee that the elevator personnel involved in the performance of this contract are competent.

C.5. Items to be Supplied by the Contractor

C.5.1 Parts

Parts installed on the elevators covered by this specification, shall be new and genuine parts supplied by, or ensured by the Contractor as equivalent to the original equipment manufacturer, or its successor prior to the installation of the part. The Contractor shall maintain a stock of applicable replacement parts to avoid any interruption of elevator service. When existing components are no longer available, replacements with compatible components will be required. When replacing existing parts or installing new parts, the Contractor shall install energy efficient parts to the maximum extent possible.

C.5.2 Communication Systems

The Contractor shall supply a communication system(s), as approved by the CO or designee, to enable the Government to communicate with the Contractor on a 24 hour a day, 7 days a week basis. The communication system must be submitted to the CO or their designee within five (5) days after award.

C.5.3 Metal Waste Containers

The Contractor shall provide approved metal waste containers for flammable and combustible waste associated with the performance of this contract at the contract start. Flammable and combustible waste shall be removed from the premises daily. The Contractor shall provide approved metal storage cabinets for flammable materials associated with the performance of this contract at the contract start. Storage of flammable and combustibles liquids shall be limited as much as possible and shall conform to the latest edition of NFPA 30, Flammable and Combustible Liquids Code.

C.5.4 Materials, Supplies and Equipment

Materials, supplies and equipment should be selected and used in a manner that reduces exposure to building occupants and workers and the impact on the environment as compared to other products and services used for the same purpose, in accordance with Executive Order 13423 and RCRA Section 6002: Comprehensive Procurement Guidelines (<http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm>). The Contractor will furnish all supplies, materials, equipment, and employee training necessary for the performance of the work of this contract unless otherwise specified herein. The Contractor will furnish to the CO or designee an inventory of all products to be utilized under this contract along with the associated Safety Data Sheets (SDS) within five days after award. The inventory list must be updated for all new products introduced during the life of the contract and the associated SDS sheets must be provided to the CO or designee. All chemicals used will be those commercially available which meet Federal, State and local codes. Contractor shall maintain the SDS in a location accessible to all employees. The SDS will be available for inspection by the CO or their designee upon request.

Supplies and/or products to be used under this contract must contain recycled materials, "environmentally preferable" products, and bio-based products to the maximum extent feasible. The list of Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANS) are available at

<http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm>. Information on CPG items can be found at:

<http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm>. Products designated as bio-based must be included on the United States Department of Agriculture (USDA) Bio-based Products List (<http://www.biopreferred.gov/>). Products designated under Federal sustainable product programs – USDA Bio-preferred, EPA CPG, EPA Design for the Environment, and Department of Energy's EnergyStar and FEMP - can be found on www.sftool.gov (refer to Exhibit 9, Green Purchase Report). Sustainable products designated under third-party programs include but are not limited to Green Seal™ and Environmental Choice.

C.6. Items to be Supplied by the Government

C.6.1 Government Property

- a. Government property shall remain the property of the Government in all respects. Within 5 work days following a request of the CO or designee, the contractor shall render an accounting of all Government property. An accounting shall also be submitted to the CO or their designee at the termination or expiration of the contract period of performance.
- b. The contractor shall take all reasonable precautions, as directed by the Government, or in the absence of such direction, in accordance with sound industrial practices, to safeguard and protect Government property.

- c. Government property shall be used only in direct operations of providing contract services and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the contractor or the contractor's employees.

C.6.2 Contractor Space

The Government will furnish space within the building commensurate with the contractor's personal complement and operational requirements. Any existing equipment such as clothes lockers, tables, benches, chairs, etc., placed within the space designated by the Government, may be used by the contractor during the term of the contract. This equipment must be kept neat and clean and be returned to the Government at the expiration of the contract in reasonably the same condition as at the time of entering into the contract.

Space in the building will be assigned to the contractor for the storage of an inventory of his/her bulk supplies, replacement parts, and the equipment which he will use in the performance of work under the contract. The contractor shall maintain this space in a neat and orderly condition. The Government will not be responsible in any way for damage or loss to the contractor's stored supplies, materials, replacement parts, or equipment.

C.7. Reference Materials - Drawings, Wiring Diagrams, Manuals, Warranties

C.7.1 Required Materials

The Contractor shall be solely responsible to determine which materials are required to effectively perform the job and inform the CO or their designee thereof. The Government shall make available to the Contractor, any and all such materials already at its disposal. Offerors may examine same for the purposes of formulating offers. Such examination by offerors shall take place at the job site only. The unavailability of such materials does not relieve the Contractor of the responsibility to provide full maintenance, service, repairs and testing as required by the contract.

C.7.2 Drawings and Wiring Diagrams

Any and all drawings, wiring diagrams, manuals and warranties used by the Contractor for work under this contract shall be considered the property of the Government and shall be accessible to the CO or their designee at any time, and be turned over upon demand. The contractor will annotate on the wiring diagrams, all wiring changes performed or discovered. Any new drawings, wiring diagrams, manuals or warranties acquired as a result to any upgrades or modifications are the property of the Government and must be safeguarded and made accessible to the CO or their designee at any time. The Contractor is responsible for maintaining and protecting all manuals, warranties and operating data, whether electronic or hard copy, and will be held accountable for any damage or loss that occurs from negligence or misuse.

C.8. Inspection and Testing Services

C.8.1 Elevator/Escalator Safety Inspections

The contractor shall be responsible for having the following inspections accomplished by individuals certified and qualified in accordance with the requirements of the latest edition of ASME QEI-1, Standard for the Qualification of Elevator Inspectors. The maintenance contractor must subcontract for the performance of the safety inspections with individuals/firms independent of the maintenance contractor's organization. Notification of upcoming inspections must be provided to the CO or their designee 5 work days in advance. The name of the inspector(s) and evidence of certification will be submitted to the CO or their designee for approval no later than 5 work days prior to inspection. The contractor shall provide personnel who are familiar with the equipment to perform tests and assist the inspector. Resources required to participate in and support the inspection may require the Contractor to supplement his staff, at no cost to GSA, to ensure all routine preventive maintenance, repairs and service calls are accomplished as scheduled.

The contractor shall schedule and have performed the periodic inspections and tests of all elevators at the recommended intervals found in the most current edition of ASME A-17.1 Safety Code for Elevators and Escalators, Table N1 in Appendix N. These inspections and tests are to be performed at six (6) month intervals. The schedule must be strictly adhered to without exception. If a change is warranted, it must be approved in advance by the CO or their designee but must not compromise the timely completion of the inspections and tests.

- a. All inspections and tests performed shall be witnessed by a QEI inspector.
- b. The Contractor shall provide all tools, equipment, supplies and personnel necessary to accomplish the required inspections and tests. Inspections shall be performed in addition to and not in lieu of normal preventative maintenance and service work.
- c. The contractor shall furnish a written report within 10 working days of each inspection to the CO or designee. Inspections are to be performed on each elevator individually and a report provided for each inspection performed. Consolidated reports are not acceptable. Each report will consist of the appropriate checklist for the type of equipment inspected along with a separate written report listing any deficiencies found. The documentation of test results may utilize forms provided by local or state jurisdictions. The report shall include one of the following checklists from the ASME 17.2 Appendix A: Checklist for Inspection of Electric Elevators, Checklist for Inspection of Hydraulic Elevators, or Checklist for Inspection of Escalators and Moving Walks, as appropriate. Each inspection report shall include a written list of deficiencies.

- d. The contractor shall be responsible for the correction of all listed deficiencies within the scope of the contract. All deficiencies noted in the inspection must be corrected immediately. The contractor shall document the corrective measures taken to address the deficiency list and provide that document to the COR. The contractor shall be responsible for obtaining the signed GSA Form 55, Certificate of Elevator Inspection, and GSA Form 55A, Acknowledgment of Elevator Inspection Certification (or forms that are equivalent) from the elevator inspector. Copies of the signed GSA Forms 55 and 55A will be provided to the CO or designee within 10 work days after the inspection. GSA Form 55 will be displayed in the elevator car. GSA will provide the certificate forms required for the elevators upon request.

C.8.2 Adjustments and Tests

All tests required by code will be conducted at no additional cost to the government regardless of when the testing is performed.

- a. The contractor is responsible for the accomplishment of all tests required, at the intervals specified and in accordance with, ASME 17.1 Safety Code for Elevators and Escalators, Appendix N, Table N1. Copies of all test results will be furnished to the CO or designee with the monthly submittals.
- b. The contractor shall maintain the elevators as stated in Section J, Performance Standards and within the requirements of the ASME 17.1 Safety Code for Elevators and Escalators and in the approved MCP. Measurements of elevator speed, door opening and closing times, performance time, door closing force, floor to floor performance times, mean time between service calls, ride quality, stopping accuracy, downtime, customer feedback, number of repeat service calls, timeliness and quality of service call responses and corrective action, frequency of outages and entrapments, quality and timeliness of preventive maintenance and repairs, timeliness, adequacy and results of testing and inspection as well as the quality and timeliness of repairs or adjustments identified as a result of tests and inspections shall be the governing factors in determining the adequacy of the elevator maintenance. The Contractor will provide performance measurements at the request of the CO or designee.
- c. Fireman's Emergency Operation must be maintained and tested. This testing shall be conducted monthly and results must be documented. Such tests shall be conducted in a manner that they do not interfere with the normal operation of the building as determined by the CO or designee. These tests shall not result in any additional costs to GSA. A written inspection test log for each group tested shall be maintained in each elevator machine room.
- d. Emergency phones will be tested monthly and a log of the test results will be maintained for each elevator. These logs shall be kept in each elevator machine room.
- e. All work shall be performed during normal working hours. (See definitions, Exhibit 4, paragraph 16). Only when so authorized by the CO or designee, may any portion of the work other than emergency service be performed outside of normal working hours.
- f. The Government reserves the right to require the contractor to make such inspections and tests and provide assistance whenever deemed necessary to assure the requirements of this contract are being fulfilled without any additional charges to GSA. All tests shall be scheduled through the CO or their designee. The Government reserves the right to witness all testing.

C.9. Uniforms

The contractor shall require all employees wear distinctive uniform clothing for ready identification, and ensure all employees are in uniform no later than the contract start date. This requirement applies to new and replacement employees. The uniform shall have the contractor's company name and the employee's name affixed thereon in a permanent or semi-permanent manner such as a badge or monogram. The contractor employees must be in uniform while on site and present a clean and professional appearance at all times.

C.10. On Premise Requirements

The specified on-premise requirement is not to be construed as the time required to perform the work under this contract. The on-premise requirement is intended only to establish minimum site visits and should not be construed as limiting or constraining performance. The Contractor must determine the number of hours and staffing necessary to fulfill the contract requirements.

For location 1, Joseph P. Kinneary US Courthouse, the Contractor shall have qualified personnel onsite 3 times per week (1 hour = Monday, 3 hours = Wednesday, 1 hour = Friday) for a total of 5 hours during normal working hours, excluding Federal holidays, to monitor the operational status of the elevator system and respond to all types of service calls.

For locations 2 and 3, John W. Bricker Federal Building and Parking Garage, the Contractor shall have qualified personnel onsite 2 times per week (Tuesdays and Thursdays) for a total of 5 hours during normal working hours, excluding Federal holidays, to monitor the operational status of the elevator system and respond to all types of service calls.

C.10.1 Deductions

Deductions will be made at the rates specified in Section E, Paragraph E6k, for each instance the on-site requirement is not provided.

C.11. Service Calls

C.11.1 Routine Service Calls.

Service calls are responses and subsequent repairs or adjustments of elevator equipment and systems or problems reported to the Contractor by building occupants or GSA personnel. The Contractor shall respond promptly, within two (2) hours, to requests for routine service. If the service call cannot be resolved within two (2) hours, the Contractor shall immediately secure the elevator if the issue prevents the elevator from operating in a safe and reliable manner. If the service call is of an incidental nature, such as a light out, and the service call cannot be resolved within two (2) hours due to other priority work or due to the fact the Contractor is not on-site, the Contractor will allow the elevator to remain in service until the service call can be resolved. The Contractor must immediately notify the CO or their designee of the problem and the time and date corrective action will be initiated and completed. Simply resetting the elevator and returning it to the service without diagnosing and resolving the problem is not acceptable.

For routine service calls related to priority elevators (dedicated to prisoner movement, judges or a single agency or floor) the Contractor must respond promptly, within two (2) hours, and remain on site until the issue has been resolved. If the service call cannot be resolved within two (2) hours or prior to the end of the building's normal working hours, the Contractor shall immediately secure the elevator if the issue prevents the elevator from operating in a safe and reliable manner. If the service call is of an incidental nature, such as a light out, and the service call cannot be resolved within two (2) hours due to other priority work or due to the fact the Contractor is not on-site, the Contractor will allow the elevator to remain in service until the service call can be resolved.

C.11.2 Service Call Log (Routine)

The Contractor shall maintain a service call log which shall be available for inspection by GSA at all times. This service call log shall be maintained electronically and posted in the elevator machine room. Each month the Contractor will submit the Service Call Log data for the given month as well as a cumulative report for the contract period to the CO and or designee within five work days after the end of each month. As a minimum, the service call log shall contain the information specified herein.

- Name of Caller
- Caller's Agency or association
- Description and location of problem
- Time and date call was received.
- Time and date of response to call and/or arrival on site
- Detailed description of the action taken to resolve the problem, including nature of repairs, materials/parts repaired/replaced, testing performed to ensure problem was rectified
- Time and date corrective action was completed

C.12. Emergency Call-Back

C.12.1 Emergency Call-Back Service

Emergency call-back service consists of promptly responding to requests for emergency service 24 hours per day, 7 days per week. When the contractor is called for emergency service, an ETA must be given and notification to the CO or designee is required if that ETA will not be met. The contractor shall report to the site of the emergency within thirty (30) minutes of the time of notification and shall remain on the job until the emergency has been resolved. If the situation cannot be resolved immediately, the Contractor shall promptly notify the CO or their designee of the time and date corrective action will be taken. Requests for service may be made by the CO or their designee by telephone or other means. Emergency service consists of freeing individuals trapped in a stalled car, restoring inoperative elevators which are causing disruption to the arrival and departure of building occupants, or other situations determined by the CO or their designee to be an emergency nature.

C.12.2 Emergency Call-Back Pricing

The contractor will include all costs for emergency call-back services during the normal working hours (refer to Section F) in the monthly price for basic services. The contractor will be reimbursed at the hourly rate specified in Section B for emergency call-back service during other than normal working hours. The Contractor will be reimbursed only for the time spent on site.

C.12.3 Service Call Log (Emergency)

The Contractor shall maintain a service call log for emergency calls which shall be available for inspection by GSA at all times. This service call log shall be maintained electronically and posted in the elevator machine room. Each month the Contractor will submit the Service Call Log data for the given month as well as a cumulative report for the contract period to the CO and or designee within five work days after the end of each month. As a minimum, the service call log shall contain the information specified herein.

- Name of Caller
- Caller's Agency or association

- Description and location of problem
- Elevator number
- In the event of an entrapment, floor location and number of occupants if known
- Time and date call was received.
- Time and date of response to call and/or arrival on site
- Detailed description of the action taken to resolve the problem, including nature of repairs, materials/parts repaired/replaced, testing performed to ensure problem was rectified
- Time and date corrective action was completed

C.13. Overtime

C.13.1 Overtime Services

During the term of the contract, the CO or their designee may require the Contractor to use overtime to perform work within the scope of this contract, outside of normal working hours, where the work was originally intended to be performed during normal working hours. This may be necessary to expedite the return of a piece of equipment to normal operations and/or minimize disruption to tenants. The use of overtime will be authorized only by the CO or designee and the Contractor will be reimbursed at the hourly rate specified in Section B for overtime service.

C.13.2 Overtime Pricing

There will be no reimbursement for maintenance and testing services performed outside of normal working hours when the requirement to perform the work outside normal working hours is established in the solicitation. The Contractor will include all costs for overtime services associated with maintenance and testing established in the solicitation to be performed after normal working hours in the monthly price for basic service.

C.14. Additional Services

Additional services are defined as any work, requested and authorized by the Government that is within the scope of this contract but in addition to the contract requirements. Any work of this nature detected by the Contractor shall be immediately reported to the COR, but work shall not be performed until the Contractor and the CO or their designee as appropriate have reached an agreement on the price to accomplish the project. Work shall be performed immediately, if necessary (i.e., an emergency), although typically a 48 hour notice will be given as a minimum.

C.14.1 Labor Costs

The Contractor shall price labor hours at the rate specified in Section B, Supplied or Services and Prices. The Contractor's expenses for overhead, General and Administrative (G&A), and profit are already included in this labor rate. Thus, no separate allowances for travel time, parking, overhead, G&A or profit can be applied.

C.14.2 Materials and Parts

The Government reserves the right to furnish any or all parts and/or materials required for a particular repair/replacement. If the Contractor furnishes the parts and or materials, the price to be paid shall be on the basis of established catalog or list prices in effect when the parts and/or materials are furnished, less all applicable discounts, but in no event shall such price be in excess of the Contractor's sale price to his/her most favored customers for the same item in like quantity, or the current market price, whichever is lower.

C.14.3 Orders for Maintenance Repair/Replacement Work

All orders for maintenance repair/replacement work must be placed or confirmed by issuance of a GSA Form 300, Order for Supplies and Services. The GSA Form 300 will describe the work to be performed, the time for completion, and the total price for the work. In emergency situations oral orders are permitted, which will be confirmed within 5 working days by issuance of a GSA Form 300.

Orders of \$2,500.00 or less may be processed using the Government-wide commercial purchase card, which is the preferred method to purchase and to pay for micropurchases. The Government reserves the right to perform the work using whatever resources are available, including using outside contractors.

C.14.4 Report of Maintenance Repair/Replacement Work Performed

At the completion of the work, the Contractor shall submit to the CO or their designee the following information. This information must be provided electronically and accepted by GSA prior to payment being authorized.

- Name and address of the Contractor
- Name of Contractor's employee in charge of the work
- Date(s) work performed and hours expended per employee
- Name of any subcontractor utilized and copy of related invoice
- Brief description of work performed including equipment identification

- List of all parts removed and replaced

C.15. Work Scheduling and Reporting Accomplishments

The Contractor shall instruct his/her personnel, including subcontractors that any time they perform work under this contract they shall comply with the following procedures.

- a. Contact the CO or designee when first arriving at the building. Upon arrival and departure, all personnel must sign in and out using the designated form, GSA Form 139. If the work is of a continuing nature, this procedure must be repeated daily.
- b. At the completion of the work, the contractor's employees shall submit to the CO or their designee or the designated representative a copy of a work order, repair order or a form (in hard copy or electronic format) which will furnish the following information:
 - I. Name and address of the Contractor
 - II. Name of Contractor's employee in charge of the work
 - III. Date(s) work performed and hours expended per employee.
 - IV. Brief description of work performed including equipment identification
 - V. List any parts removed and replaced.

c. Work Scheduling Requirements

Five (5) days after award, the Contractor shall submit their proposed method for compliance with the Maintenance Control Program (MCP) identified in Section C2(f), including their proposed preventive maintenance plan and reporting mechanism, detailed service call logs, fireman's emergency operation logs, and emergency communications testing logs for each piece of equipment covered by this contract to the CO or designee.

d. Reporting Requirements

Maintenance performed should be in accordance with the approved maintenance control program (MCP). Within 5 work days after the end of each month, a monthly progress report shall be submitted to the CO or designee. This report shall include a preventative maintenance log, indicating the preventive maintenance work performed on each piece of equipment by the type, equipment number, and location, in accordance with the MCP requirements, and any additional work performed in addition to these requirements.

A detailed report on all service calls (routine and emergency) shall be submitted within 5 work days after the end of each month, indicating all information required on the service call log and a list of all parts utilized in the repair or replacement. Any service call that resulted in an extended outage must be identified with the reason for the delay in returning the equipment to service. Any equipment still out of service at the end of the month must be identified, with an explanation for the outage and delay in returning the equipment to service. An action plan to return the equipment to service and an estimated date for the return must also be provided.

C.16. Quality Control/Quality Assurance Surveillance

C.16 .1 Quality Control Plan (QCP)

The contractor shall prepare and implement a written quality control plan as described below. The quality control plan must be submitted with the initial offer. The Contractor must maintain continuity of services, without interruption, throughout the entire term of the contract. To maintain these critical services, the Contractor shall execute specific, detailed plans how this service continuity will be maintained. The CO or designee will review the QCP plan annually (at a minimum) and sign/date the document to indicate acceptance of the plan.

The Contractor shall ensure the required services specified in this contract meet the quality standards outlined herein. All work performed under this contract shall be of the highest quality, consistent with best industry practices, to assure timely provision of services, optimal system performance to maximize life expectancy of equipment and ensure a high level of tenant satisfaction. The Contractor is responsible for the day-to-day inspection and monitoring of all Contractor work performed to ensure compliance with contract requirements. The results of all quality control inspections conducted by the Contractor shall be documented on inspection reports (warranted as presented) and provided to the CO or their designee as required with the monthly submittals. In the event work is performed by subcontractors, the Contractor shall be responsible to ensure the QCP includes the Contractor's process to monitor subcontractor performance. The Contractor must revise the plan during the life of the contract as necessary to ensure that contract objectives are met. All revisions must be accepted by the CO or their Designee. The QCP shall include, but not be limited to:

- a. **Task and Frequencies:** A plan which indicates tasks to be performed and the frequency associated with each task.
- b. **Inspection Methods and Frequencies:** An inspection system, which shall include all requirements listed in the Performance Work Statement and inspection procedures such as some or all of the following methods: type of inspection, frequency of

inspection, acceptance/rejection criteria, and disposition of rejected services, corrective action, error rate, and procedure for recording results of inspections. Specify areas to be inspected, when inspections will occur and titles of individuals performing inspections. The QCP must identify how the Contractor will correct noted deficiencies immediately. Any changes to the inspection systems during the life of the contract must be accepted by the COR. Critical equipment must be placed back in service at the end of the day. The administrative methods the Contractor will use for identifying, correcting, and preventing defects in the quality of service performed before such level of performance becomes unacceptable to the COR. The contractor should include plans for revising job schedules as new and better ways are found to perform given tasks.

- c. **Roles and Responsibilities of Key Personnel:** This must include the Contractor's staffing levels (including supervision) depicting various job classifications (e.g. 2 journeyman elevator mechanics, 1 supervisor). Refer to Section C4, for qualifications. A roster by name and job title must also be provided. Individual responsibilities for oversight of the QCP and functions associated with such oversight as well as authority in dealing with Government contracts shall be identified.
- d. **Records and Files:** A description and/or samples of the forms, records, reports, and files the Contractor intends to utilize and keep on-site, which will indicate both the inspections conducted by the Contractor and necessary corrective action taken (as appropriate). Copies of all QCP related inspection reports and other documents shall be submitted with monthly reports and made available to the CO or their designee when requested. All such documents shall be maintained at the service location for the life of the contract and shall become the property of GSA.
- e. **Progress Report:** The Contract Supervisor/Manager must submit quarterly to the CO or their designee a self-evaluation report detailing the quality of service provided during the prior quarter. The report is due within 5 work days of the end of the quarter. This report shall include as a minimum the result of the quality control inspections, an explanation of efforts taken in the prior quarter to improve service and efforts planned for the present quarter to improve quality.
- f. **Strike Contingency Plan (SCP):**
The Contractor shall prepare a Strike Contingency Plan to be used in the event of a strike by his employees. At a minimum, the SCP shall include the following information:
 - i. **Support Personnel:** The SCP shall describe in detail how the Contractor shall staff the building to provide the services defined in this specification during strikes by his employees. This includes HSPD-12.
 - ii. **License and Certifications:** The SCP shall describe in detail how the Contractor will provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including subcontractor employees) will meet the experience and license requirements defined in this document.
- g. **Contractor Emergency Plan (CEP)**
The Contractor shall develop procedures for emergency situations. This Contractor Emergency Plan (CEP) shall complement the Government's Occupant Emergency Plan (OEP). Designated contractor personnel, including the on-site supervisor(s), shall be thoroughly familiar with the Government's OEP for the location(s) covered under this contract and shall be trained by the Contractor to fully understand their responsibilities relative to each emergency situation. The contractor shall participate in tornado, fire and other drills.

The Contractor will participation in emergency planning and drills related to building emergencies or natural disasters. The Contractor shall be required to perform the services required by the contract and as identified by the CO or designee in response to emergency situations including but not limited to fires, civil disturbances, natural disasters, and utility service outages. The CEP shall include at a minimum, the following:

- i. **Procedures:** The Contractor's communication procedures to be used in providing continuous communication support to the CO or their designee during emergencies.
- ii. **Employee Information:** The name, telephone number and current position of each employee (in the form of a roster) that will participate in the CEP. The mobile telephone numbers and/or pager numbers of each employee that will participate in the CEP.
- iii. **Employee's Duties:** The specific functions that each employee will perform during emergency situations.
- iv. **Temporary or Subcontractor Employees:** If temporary or subcontractor employees are to be used, the same information is required as in the Strike Contingency Plan. Temporary or subcontract personnel must meet security clearance requirements.

C.16.2 Elevator Quality Assurance Surveillance Plan

16.2.1. General

The procedures and methods established in this Quality Assurance Surveillance Plan (QASP) will serve as a guide for all parties involved ensuring that tenants and the GSA receive the services paid for and specified in this contract.

16.2.2. Partnering

In order to have an effective contract administration program that also ensures a successful business relationship between GSA and

the contractor, all parties involved in the service delivery process must work as a team and foster open and honest communication at all times. Close coordination and active cooperation on a continuous basis between the contractor and those representing the Contracting Officer are necessary to ensure a clean, safe and healthy working environment, and a well maintained and operated building.

16.2.3 GSA/Contractor Meetings

An initial step in avoiding disputes and claims is to settle minor problems and misunderstandings at the lowest possible level. Accordingly, the contractor or the contractor's on-site representative shall meet with the CO or their designee or his representative frequently, but not less than twice each month during the first three (3) months of the contract. Thereafter, meetings shall be as often as necessary at the discretion of the COR, generally monthly unless COR determines otherwise. A mutual effort shall be made to resolve all problems identified during these meetings.

Specific topics to be addressed by the CO or their designee or his representative during the regular monthly meeting to determine contractor responsiveness may include such areas as: effectiveness of QCP; compliance with the MCP; logs and record keeping; performance evaluation; corrective action plans; proposal submittals for extra services; and the management of subcontractor problems impacting overall contract performance/service delivery.

16.2.4 Performance Evaluation

Both the contractor and the Government, at the time of contract award, have agreed upon all terms and conditions as stated in the contract. During the life of the contract, contractor performance will be documented by means of the Contractor Performance Assessment Reporting System (CPARS), written inspections, and minutes of meetings, GSA/customer surveys and records which will be retained as part of the official contract file. The CO or their designee and/or GSA Inspector will conduct regular inspections using the Elevator Inspection Form as shown in Section J, Exhibit 7.

16.2.5. Effectiveness of Quality Control

The CO or their designee shall assess the effectiveness of the Contractor's QCP through review of reports required of the Contractor, service delivery information, customer interaction, and by means of GSA inspections.

16.2.6. Service Delivery

The quality and timeliness of the Contractor's performance of the scheduled program and service call responses (reference section C.11.2 and C.12.3) will be used to assess the overall service delivery. The Contractor's service call program shall document requests for service and responses. The contractor shall make the service call records available for inspection by the CO or their designee at all times. If the Contractor has online or electronic systems for tracking maintenance or service call records, they shall provide access to GSA at no additional charge. If the contractor's performance remains less than satisfactory or fails to adhere to the contract specifications, the Government may contract for the services and charge the contractor for all costs incurred, including administrative costs.

16.2.7 Performance Objectives/Inspection Methods and Frequencies

GSA representatives will make tours and inspections through the building and other areas covered by this contract with the contractor's representative, to ascertain the level of services being performed. The contractor will be informed of less than satisfactory performance. The inspections will be carried out as described on the Inspection Form (See Paragraph C8 and Section J, Exhibit 7). Inspection reports will be made available to the contractor on a monthly basis, or as completed by GSA.

C.17. Testing Schedule (All Elevators)

C.17.1 Safety Tests

The safety tests, as required by ASME A17.1, shall be performed by the Contractor.

C.17.2 Safety Inspection Schedule

All tests, as required by ASME A17.1, shall be performed as stated below and witnessed by an independent certified inspector.

Location #1, Joseph P. Kinneary US Courthouse		
INITIAL 12 MONTH PERIOD		
Semi-Annual	Annual	5 Year Test (Safety)
April 2017	October 2017	October 2017
January 2018		
OPTION 1		
Semi-Annual	Annual	5 Year Test (Safety)

RFP GS05P17SLD0004 Elevator Services
 Joseph P. Kinneary US Courthouse, Columbus OH
 John W. Bricker Federal Building, Columbus, OH
 John W. Bricker Parking Garage, Columbus, OH

Location #1, Joseph P. Kinneary US Courthouse		
INITIAL 12 MONTH PERIOD		
April 2018	October 2018	N/A
April 2019		
OPTION 2		
Semi-Annual	Annual	5 Year Test (Safety)
April 2019	October 2019	N/A
April 2020		
OPTION 3		
Semi-Annual	Annual	5 Year Test (Safety)
April 2020	October 2020	N/A
April 2021		
OPTION 4		
Semi-Annual	Annual	5 Year Test (Safety)
April 2021	October 2021	N/A
April 2022		

Location #2, John W. Bricker Federal Building		
INITIAL 12 MONTH PERIOD		
Semi-Annual	Annual	5 Year Test (Safety)
July 2017	July 2017	July 2017
January 2018		
OPTION 1		
Semi-Annual	Annual	5 Year Test (Safety)
July 2018	July 2018	N/A
January 2019		
OPTION 2		
Semi-Annual	Annual	5 Year Test (Safety)
July 2019	July 2019	N/A
January 2020		
OPTION 3		
Semi-Annual	Annual	5 Year Test (Safety)
July 2020	July 2020	N/A
January 2021		
OPTION 4		
Semi-Annual	Annual	5 Year Test (Safety)
July 2021	July 2021	N/A
January 2022		

Location #3, John W. Bricker Federal Parking Garage		
INITIAL 12 MONTH PERIOD		
Semi-Annual	Annual	5 Year Test (Safety)
July 2017	July 2017	July 2017
January 2018		
OPTION 1		
Semi-Annual	Annual	5 Year Test (Safety)
July 2018	July 2018	N/A
January 2019		

OPTION 2		
Semi-Annual	Annual	5 Year Test (Safety)
July 2019	July 2019	N/A
January 2020		
OPTION 3		
Semi-Annual	Annual	5 Year Test (Safety)
July 2020	July 2020	N/A
January 2021		
OPTION 4		
Semi-Annual	Annual	5 Year Test (Safety)
July 2021	July 2021	N/A
January 2022		

C.18. Reserved

C19. Permit Required Confined Spaces

Entry into a permit required confined space shall not be permitted until the space has been evaluated and the information required herein submitted, and all applicable OSHA requirements are met.

C.19.1 Permit Required Confined Space Defined

For the purposes of this Section, a permit required confined space is defined as a space which by design has limited openings for entry and exit, unfavorable natural ventilation which could contain or produce dangerous air contaminants and/or is deficient in oxygen, and which is not intended for continuous employee occupancy. Permit required confined spaces include; but are not limited to: elevator pits, boilers, ventilation and exhaust ducts, tunnels, and underground utility vaults.

C.19.2 Permit Required Confined Space Training

If work will be performed in permit required confined spaces, the Contractor shall utilize trained and competent personnel to perform the necessary monitoring, documenting the atmospheric condition of the permit required confined spaces, and submit one copy of a report to both the CO or their designee addressing: description of permit required confined space work operations, date and time of testing, manufacturer/model/serial number of testing equipment, calibration date of testing equipment, test void date and/or time, if applicable, re-testing data, if necessary, concentrations of oxygen, combustible gases and toxic materials, necessary engineering controls, required personal protective equipment for each employee entering permit required confined space, name employee identification number, and date and time of latest employee training in permit required confined space entry procedures, and for each person performing testing, name, employee identification number and signature.

[illegible]

SECTION D – PACKING AND MARKING

All postage and fees related to submitting information including, but not limited to, forms and reports to the CO or the COR, shall be paid by the Contractor.

All information submitted to the CO or the COR, shall clearly indicate the contract number of the contract for which the information is being submitted.

[illegible]

SECTION E – INSPECTIONS AND ACCEPTANCE

E.1. Failure to Perform

- a. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. If the work remains deficient, the CO or their designee may have the work accomplished by other means and deduct the cost thereof from the monthly payment. When the defects in services cannot be corrected by contractors' actions, the Government may:
 - i. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - ii. Reduce the contract price to reflect the reduced value of the services performed, including any administrative costs incurred, using the **Administrative Costs Application**:
 - i. For deductions related to administrative costs incurred by government personnel to correct or respond to the unsatisfactory event, the multiplier for the deduction amount will be the total number of government hours spent. The rate for administrative costs *will be the hourly government employee rate, GS-12, Step 5, as prescribed in the U.S. Office of Personnel Management (OPM) General Schedule (GS) Locality Pay Tables*. The locality will be the city/county in which the event occurred and where work is being performed under the contract. The locality(s) for this contract is the **State of Ohio, Franklin County**. The effective GS-12, Step 5 hourly rate will be multiplied by the total number of government hours spent to derive the administrative costs deduction amount. The hourly pay tables for all localities can be found on the OPM website at <http://www.opm.gov/oca/12tables/indexgs.asp>.
- b. If the Contractor fails to promptly perform the services in conformity with the contract requirements or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
 - i. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service including any administrative costs incurred using the **Administrative Costs Application**; or
 - ii. Terminate the contract for cause.

E.2. FAR 52.246-4 Inspection of Services – Fixed Price (Aug 1996)

- a. Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- c. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- d. If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- e. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by contractors' action, the Government may:
 - i. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - ii. Reduce the contract price to reflect the reduced value of the services performed.
- f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—
 - i. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 - ii. Terminate the contract for default

E.3. Additional Requirements for Inspection Services

- a. Government inspections and tests are for the sole benefit of the Government and do not
 - i. Relieve the Contractor of responsibility for providing adequate quality control measures;
 - ii. Relieve the contractor of responsibility for damage or loss of the material before acceptance;
 - iii. Constitute or imply acceptance; or
 - iv. Affect the continuing rights of the Government after acceptance of the completed work under paragraph (d) below.
- b. The presence or absence of a Government inspector does not relieve the contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- c. The contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in the contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- d. Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the contracting officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, or the Government's rights under any warranty or guarantee.
- e. The Government may charge the Contractor any additional cost of inspection or test when work is not ready at the time specified by the contractor for inspection or test or when prior rejection makes re-inspection or retest necessary.

E.4. Inspection Methods

The Government will complete inspections to verify successful performance and evaluate compliance with contract requirements.

- a. Customer Feedback
The Government will utilize customer feedback received through service calls and other means. This record of customer feedback will be used to evaluate the Contractor's performance.
- b. General Conditions
Periodic Inspections will be utilized to document existing conditions on the elevator system at large including elevator cab interiors, machine rooms, ride quality, wait times, etc.
- c. Preventive Maintenance and Repairs
Inspection of completed preventive maintenance and repair work will be conducted. The quality and effectiveness of the Contractor's effectiveness preventive maintenance and repairs will be evaluated in addition to the timeliness of same.
- d. Documentation Compliance
All monthly reports, preventative maintenance logs, service call logs, and any additional testing logs are critical components of this maintenance contract and will be reviewed for compliance in terms of completeness, accuracy and timeliness.
- e. Performance Standards Verification
The Performance Standards listed in Section J, Exhibit 2 will be used to determine the Contractor's performance. The Contractor will conduct and provide the results of these Performance Standards as requested by the CO or designee.

E.5. Cancellation Clause - Reserved

E.6. Deductions

- a. General
It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements in this contract. To this end, the Government is contracting for the complete performance of each task identified in the specifications, and deductions may therefore, be made as stipulated in this Section. Deductions for work performed improperly may be made as though the work has not been performed.
- b. Calculation of Deductions
The deduction criteria in this Section will be used by the Government in determining monetary deductions for nonperformance of work under this contract or for deficiencies in the work performed, and supplements the "Default" clause contained in the SUPPLEMENTAL CONTRACT CLAUSES FOR BUILDING SERVICE CONTRACTS, but does not reduce or limit the Government's right there under.
- c. Determination of Deduction Amounts
Inadequate performance is just as undesirable as nonperformance, and the cost of correcting inadequate performance may equal or exceed the cost of initial performance (See Section E, Inspection and Acceptance, Failure to Perform).
- d. Withholding Monies for Non-submission of Work Schedules

If the contractor fails to submit acceptable maintenance and service logs and required monthly reports by the contract performance date or any extension granted by the CO or his/her designated representative all payments will be withheld until the items are received and approved by the Government.

e. Withholding Monies for Non-submission of Reports

If the contractor fails to prepare and/or submit acceptable reports as called for in Section C, DESCRIPTION/SPECIFICATION, within the required time frame, this may be construed to mean that the contract work has not been performed and the Government will withhold all payments until the required reports are satisfactorily completed and/or submitted to the COR.

f. Withholding Monies for Failure to Maintain and/or Provide Parts

If the Contractor fails to provide the parts specified in this solicitation, within 24 hours of establishment of the need for such parts, the Government will withhold all payments until the required parts are provided and are satisfactory to the COR.

g. Removal of Elevator(s) from Service

When the Government removes one or more elevators from service in order to perform work on such elevators that is outside the scope of this contract, the monthly payments due the Contractor may be reduced. The Contractor shall be notified, in writing, by letter or contract modification, at least 3 full work days in advance of the elevator(s) being removed from, or returned to, service. If the elevator(s) is to be removed from service for 30 consecutive calendar days or less, the CO will negotiate an equitable adjustment with the Contractor and make the necessary adjustments on the monthly invoice when authorizing payment. If the elevator(s) is to be removed from service for more than 30 consecutive calendar days, the CO will issue a modification to the contract and negotiate an equitable adjustment in the contract price in accordance with the Changes clause. The period for reducing payments will begin on the effective date specified in the notice and will continue through the day before the elevator(s) is returned to service.

h. Deducting Monies for Equipment Outages

The Government reserves the right to take a deduction for any piece(s) of equipment which remains out of service in excess of two (2) consecutive calendar days commencing the first day notification was given the contractor of the outage. The deduction shall be determined on a daily rate calculated by dividing the number of piece(s) of equipment (including elevators and escalators) into the monthly price and further divided by the number of calendar days in the respective month(s). This daily rate shall then be multiplied by the number of calendar days the equipment was no in service. The number of days shall be computed from the first day after the fifth consecutive calendar day after notification through the last day prior to service being restored.

i. Deducting Monies for Failure to Respond to Service Calls

- i. Deductions may be made at the following hourly rates for each hour or portion thereof, in one half an hour (1/2) increments, which the contractor fails to respond within two (2) hours for routine service calls and thirty (30) minutes for emergency service calls. In addition, the contractor will be held liable for all additional costs which result from the contractor's failure to respond, including any administrative costs incurred, using the **Administrative Costs Application** (Reference Section E.1.a.ii).

1st Year: \$ _126.21__	2nd Year: \$ _130.00__	3rd Year: \$ _133.90__
4th Year: \$ _137.91__	5th Year: \$ _142.05__	

j. Withholding Monies for Suspension of Work --In the event services are not provided or required by the Government because the building(s) is closed due to inclement weather, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., deductions may be computed as stated in this paragraph.

- i. The deduction rate in dollars per day will be equal to the per month contract price for the building(s), divided by the number of days per month the building(s) is in normal operation.
- ii. The deduction rate in dollars per day multiplied by the number of days services were not provided or required.
- iii. In the event services are provided for portions of days, appropriate adjustments will be made by the CO or his/her designated representative to ensure the contractor is compensated for services provided.

k. Deducting Monies for Failure to Provide On-site Visits

Deductions may be made at the 'Additional Services' rate for the specified period of performance (Refer to B.4 Offer for Services) for each hour a qualified journey-level mechanic is not on-site as specified in the Description/Specification section of this solicitation.

l. Withholding Monies for Failure to Respond to Requests for Additional Services

The Contractor will be held liable for all costs, including administrative costs, incurred by the Government as a result of the

Contractor's failure to respond to and/or provide additional services.

E.7. Contract Close-out Examination

- a. On a date not later than sixty (60) calendar days prior to the expiration of the contract, the Contractor and the COR, or a designee, will make a complete and systematic examination of the elevators covered by this contract. The Contractor shall coordinate and schedule the examination with the COR.
- b. The CO or their designee will then prepare an Existing Deficiency Report listing all deficiencies noted during the examination, and not later than ten (10) working days following the examination, furnish a copy of the report to the Contractor.
- c. The Contractor will, before the expiration of this contract, correct all deficiencies noted in the Existing Deficiency Report.

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Section F Deliveries or Performance

F.1. Place of Performance

The service to be provided under this contract shall be accomplished at the building(s) listed below.



Location #1:	Joseph P. Kinneary US Courthouse 85 Marconi Boulevard, Columbus, OH 43215
Building Number:	OH0046ZZ
Number of Stories:	6 (including penthouse)
Historic Building Status:	NATIONAL REGISTER LISTED
Normal Working Hours:	7:00am– 4:30pm Monday – Friday excluding Federal Holidays
Normal Building Operating Hours:	7:00am – 5:00pm Monday – Friday excluding Federal Holidays
Building Size:	282,896 Gross Square Feet



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Location 2:	John W. Bricker Federal Building 200 N. High Street Columbus, OH 43215
Building Number:	OH0208CL
Number of Stories:	8 (including the penthouse)
Historic Building Status:	NOT EVALUATED
Normal Working Hours:	8:00am – 4:30pm, Monday – Friday excluding Federal Holidays
Normal Building Operating Hours:	8:00am – 5:00pm, Monday – Friday excluding Federal Holidays
Building Size:	259,608 Gross Square Feet



Location 3:	John W. Bricker Federal Building Parking Garage 200 N. High Street Columbus, OH 43215
Building Number:	OH0209CL
Number of Stories:	8
Historic Building Status:	NOT EVALUATED
Normal Working Hours:	8:00am – 4:30pm, Monday – Friday excluding Federal Holidays
Normal Building Operating Hours:	8:00am – 5:00pm, Monday – Friday excluding Federal Holidays
Building size:	194,102 Gross Square Feet

F.2. Term of Contract

After award, the successful offeror will be given a written Notice to Proceed, and shall provide contractual services for a one year period commencing on the day specified in the Notice to Proceed. Work under this contract is expected to commence on or about July 1, 2017.

F.3. Options

- a. The Government shall have the unilateral option of extending the term of this contract for four (4) consecutive additional periods of one (1) year each. Refer to FAR 52.217-9, Option to Extend the Term of the Contract in Section I.
- b. The government may require continued performance of any services within the limits and at the rates specified herein. Refer to FAR 52.217-8, Option to Extend Services in Section I.

F.4. Recognized Holidays

The holidays identified herein are recognized by the Government. Should a holiday fall on a weekend, the day designated by GSA (Government) shall be recognized as the holiday.

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

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SECTION G – CONTRACT ADMINISTRATION DATA

G.1. Payment (General)

Payment for recurring monthly services will be made on the basis of a monthly invoice, in arrears. Invoices must be submitted by the 5th business day of the month to GSA's Office of Finance, listed below.

The Contractor is reminded that there are documents that are required to be prepared and submitted as part of the performance of this contract (refer to Section J, Exhibit 6). Monthly invoices must be submitted after all required paperwork has been sent to the COR. Invoices received prior to the Government's receipt of the required submittals will be rejected.

Please refer to FAR 52.232-25.

General Services Administration, Finance
P.O. Box 17181
Fort Worth, TX 76102

G.2. Method of Payment

a. Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

b. The Contractor shall forward the following information, in writing, to the CO not later than five (5) work days after award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s)

(i) To whom check payments are to be sent, and

(ii) Who may be contacted concerning the bank account information requested herein?

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institutions' 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(a) Address and telegraphic abbreviation of the correspondent financial institution.

(b) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph B of this clause shall be furnished to the CO, in writing, at least 30 calendar days before the effective date of the change. It is the Contractor's responsibility to furnish these changes thirty (30) calendar days before submitting invoices to avoid invoices being returned as improper.

(d) The document furnishing the information required in paragraphs B and C must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number (OMB Control Number 1510-0050).

G.3. GSAR 552.232-77 Payment By Government Charge Card (Nov 2009)

(a) **Definitions.** "Governmentwide commercial purchase card" means a uniquely numbered charge card issued by a contractor under the GSA SmartPay® program contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

(b) At the option of the Government and if agreeable to the Contractor, payments of \$25,000.00 or less for oral or written orders may be made using the Governmentwide commercial purchase card.

(c) The Contractor shall not process a transaction for payment using the charge card until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.

(d) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

G.4. Evaluating Contractor Performance

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The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The website for CPARS is <http://www.cpars.gov>.

Completed CPARS evaluations are sent to the Past Performance Information Retrieval System (PPIRS) which may then be used by Federal acquisition community for use in making source selection decisions. PPIRS assists acquisition officials by serving as the single source for contractor past performance data.

CPARS Registration

Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable contract and order number(s) assigned. Contractors will be granted one user account to access all evaluations.

CPARS Training

Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site (<http://www.cpars.gov/allapps/cpcbtdlf.htm>) and updated as needed.

CPARS Role: Contractor Representative (CR)

All evaluations will be sent the Contractor Representative (CR) named on your award. Access to CPARS will be granted to the CR after the award is registered in the system.

The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

Once an evaluation is ready to be released the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time frame the CR has to respond to the evaluation; however, the CR may return the evaluation earlier than this date.

The contractor must promptly notify the Contracting Officer of any change in their CR to allow the update to be made in the system.

GSA shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file.

G.7. Designated Ordering Officials

The Contractor shall provide services only as authorized by the Contracting Officer. A list of Designated Ordering Officials under this contract will be provided to the Contractor by separate letter. Ordering Officials may be added or deleted as personnel changes necessitate. The Contractor will be informed of such changes in writing.

G.8. Limitation Of Government's Obligation – N/A

[illegible]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1. Compliance with Security Requirements

- (a) The Contractor shall comply with all GSA and tenant agency security requirements in the building(s) where work is being performed.
- (b) When a controlled personnel identification access system is used by a tenant agency at a site where work is performed, the tenant agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant agency.

H.2. Identification Credential

- (a) Upon receipt of a favorable suitability determination, each Regular or Temporary Employee shall be issued an identification credential (Credential) permitting regular access to the building(s) where work is being performed.
- (b) Regular or Temporary Employees with Credentials shall be required to comply with all applicable access security screening procedures applicable to Government or other personnel possessing similar Credentials.
- (c) All Contractor or subcontractor employees possessing Credentials shall visibly display their Credentials at all times while in the building(s) where work is being performed.
- (d) The Contractor shall be responsible for ensuring that all identification credentials are returned to the Government when a particular Contractor or subcontractor employee will no longer be providing service under the Contract at the building(s) covered by the Credential.
- (e) The Contractor will notify the Government when Credentials are lost. In that event, the Contractor will be responsible for reimbursing the Government for its cost in issuing a replacement Credential.
- (f) ID's shall be worn with the photo and name facing away from the employee to facilitate easy identification of the employee. Any employee who is not wearing the ID or wears it backwards shall be considered out of uniform and removed from the building that day. The COR, GSA personnel designated by him/her, Government law enforcement, or security personnel shall periodically verify passes of Contractor employees with their personnel identification. Contractor employees shall comply with security verification procedures at all times.
- (g) The Contractor will be responsible for paying the Government for replacement credentials at the current cost per badge. The cost of the replacement ID shall be applied to the contractor through the proposed deduction process. Replacement ID's will not be issued until the Contractor notifies the COR of the need for the replacement and an incident report is made and obtained through Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Federal Protective Service (DHS, BICE, FPS).
- (h) Building keys and key cards. The contractor shall identify those employees requiring keys or a key card to the building. Any employee requiring keys or a key card to the building must sign for the keys/card. The Contractor is responsible for replacement costs. If master key is given, it may require that the Contractor be charged the cost to re-key the entire building when key is lost. The cost of the replacement keys or key card may be applied to the contractor through the proposed deduction process. GSA-issued access cards that are lost, damaged and in need of replacement more than once in a 6 month time frame will incur a deduction of \$50.00 per employee/card at the COR's discretion.

H.3. Suitability Determinations

- (a) All contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months (Regular Employees) will be required to undergo a suitability determination and receive a favorable preliminary status before a facility identification card is issued. Prior to the time that an identification card is issued, such Regular Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.
- (b) Failure of a Regular Employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the Contract.

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(c) Contract employees working less than 6 months (Temporary Employees) may, at the Government's option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such Temporary Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.

(d) All contractors are required to be given at a minimum a preliminary favorable status in order to start working.

(e) The Government, at its sole discretion, may grant temporary suitability determinations to Regular and Temporary Employees. However, the granting of a temporary suitability determination to any such employee shall not be considered as assurance that a favorable suitability determination will follow.

(f) The Contracting Officer or his/her designated representative shall provide the Contractor with required forms for obtaining necessary clearances. The Contractor shall be required to cause such forms to be returned to the Government for processing not later than 10 work days following being provided by the Government.

(g) The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse to any Contractor performance under the Contract.

(h) The award letter to the successful offeror will identify a GSA Security Sponsor for the security clearance process. Upon receipt of the letter, the awardee will immediately contact the GSA Security Sponsor for this contract and provide a Contractor security clearance point-of-contact (POC) for contractor and subcontractor employees. The Contractor POC will be responsible for ensuring timely submittal and accuracy of security clearance applications. He or she will also have the responsibility of monitoring and tracking all security clearance submissions. The GSA Security Sponsor will send additional forms and instructions regarding the security clearance process to the Contractor point-of-contact via email. The Contractor is responsible for fingerprints. The Contractor POC will be required to submit a list of contractor employees for whom you are seeking security clearances, including their position on the contract, within 14 days of receipt of the award letter. Compliance with the security clearance process will be a factor assessed in the Government's evaluation of contractor performance. Failure to submit all security clearance documents may result in the contract being terminated for default.

Process for Regular:

The automated Electronic Questionnaire for Investigations Processing (e-QIP) clearance system is used to conduct background suitability investigations of regular clearances. Before receiving access to the e-QIP database, Contractor employees must complete the Contractor Information Worksheet. Completing this form and submitting electronically will assist in the efficient processing of contract applicant e-QIP invitations.

Individual Contractor Information Worksheets (CIW) are to be electronically submitted to the GSA Security Sponsor via the Contractor POC. In addition, individual CIWs should be completed for individuals who have had a prior investigation conducted or have been a U.S. resident for less than 3 years.

All forms should be sent in electronically to the appropriate GSA Security Sponsor. The email attachments must be encrypted and the password should be sent in a separate email to help protect the personal identification information.

After the forms are found to be accurate and complete, GSA processes the e-qip invitation. Contractor employees will then receive an email invitation to the e-QIP database. This email will explain the process in detail.

Once the Contractor employee has completed all the e-QIP information, they are to print, sign and date the "Authorization to Release Information" and "e-QIP Investigation Request" signature forms. They also need to fill out the OF306 and GSA3665 electronically, print, sign and date the form. Then both forms are to be uploaded into e-qip before releasing to OPM. Contractor employees will then receive an email invitation to set up an appointment to go to a Managed Service Office (MSO) Credentialing Station to get fingerprinted. If the contractor is 100+ miles from MSO Credentialing Station they must submit in hard copy two SF87 fingerprint cards to the GSA Security Sponsor or the designated GSA Security Clearance Office for submission to the Office of Personnel Management (OPM) for adjudication.

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Once OPM has completed all the necessary checks, the applicant will be notified of their preliminary status; either favorable or unfavorable. If the status is favorable, a security badge will be issued. If the status is unfavorable, a letter will be issued identifying a process for an appeal.

Process for Temporary:

Complete and submit hard the following electronically:

1. Contractor Information Worksheet - The Contractor submits a Contractor Information Worksheet (CIW) with sections 1 and 2 completed to the GSA Security Sponsor for each proposed contract employee.
2. OF-306 Declaration For Federal Employment
3. Contractor employees will then receive an email invitation to set up an appointment to go to an MSO Credentialing Station to get fingerprinted. If the contractor is 100+ miles from an MSO Credentialing Station they must submit in hard copy two SF87 fingerprint cards to the GSA Security Sponsor or the designated GSA Security Clearance Office for submission to OPM for adjudication. Applicants shall only use the GSA furnished fingerprint forms, not the online version which is unacceptable.

GSA will then submit the completed security clearance application and fingerprint charts to the Office of Personnel Management for adjudication. OPM then issues via email to the applicant and GSA Security Office an Enter On Duty Determination (EOD). If an applicant receives an unfavorable determination, the applicant cannot appeal. For those who receive an EOD, the Contractor POC will receive guidance from the GSA Security Sponsor regarding badging.

Any employee hired after performance starts under this contract must submit the appropriate documents to the GSA Security Sponsor. No employee may begin work under a Federal contract without receipt of security clearances approved by the Office of Personnel Management.

NOTICE TO PROCEED (NTP) WILL NOT BE ISSUED UNTIL THE GSA SECURITY SPONSOR HAS OFFICIALLY NOTIFIED THE CONTRACTING OFFICER THAT SECURITY CLEARANCES FOR PROPOSED EMPLOYEES HAVE BEEN RECEIVED AND APPROVED BY THE OFFICE OF PERSONNEL MANAGEMENT. PERMANENT CONTRACT STAFF WILL NOT BE ALLOWED TO WORK IN FEDERALLY CONTROLLED SPACE PRIOR TO OBTAINING THE APPROPRIATE BACKGROUND INVESTIGATION.

A background criminal history check by name and date of birth from the State of Residence will be performed by GSA.

No employee or subcontractor shall be allowed to perform any work under this contract without receiving prior clearance from GSA.

The GSA Security Sponsor reserves the right to require the Contractor to resubmit the documents at any time. If requested by the GSA Security Sponsor, the requested forms shall be submitted to the GSA Security Sponsor within three working days of receiving such a request. If a preliminary favorable has been issued by OPM and a contractor fails to provide additional information requested by OPM for a final clearance within the specified time period the employee will be removed until such time that the documents are submitted, and approved.

The Government shall have, and exercise, full and complete control over granting, denying, withholding, and terminating clearances for any employee.

Occupant agencies may require the Contractor and the Contractor's employees to obtain special clearances for access to certain areas covered under this contract. The GSA Security Sponsor will inform the Contractor when such clearances are required.

H.4. GSA Criteria for Adjudication

The following criteria were prepared under the guidelines of the Office of Personnel Management's (OPM) FPM Supplement 731-1, "Determining Suitability for Federal Employment," and guidelines from GSA's Office of Audit Resolution and Internal Controls. The criteria for adjudication have been approved by the GSA General Counsel. The following criteria are used by trained regional and/or National Office personnel security specialists, to determine the eligibility of prospective construction, service contract employees, and child care providers.

As a general guideline, the criminal history background records are examined for construction, service contract employees, and child care providers for the previous 5 years, (for contract guards the previous 10 years). However, the entire record is reviewed to ascertain if any serious offenses or incidents are noted that would disqualify. Criminal history background checks for construction, service contract employees are good for as long as they are working on a GSA contract and have not had more than a 2 year break in service. Child care providers are conducted every 5 years.

All information of record, both acceptable and unacceptable, will be assessed in terms of its relevance, recentness, and seriousness, while keeping in mind that the objective is to provide fair, impartial, and equitable treatment of all employee applicants. The limited criminal history checks may reflect juvenile records, psychological referrals or information sealed by court order or statute, which would be given special consideration.

The principal factors used in the adjudication process in determining whether a person's conduct would be expected to interfere with the ability of the applicant(s) to function in the position, or if the applicant's past conduct was such that the safety of Federal employees and/or visitors to delegated and/or GSA-controlled facilities would be in jeopardy, are outlined below:

- (1) Any type of misconduct or negligence in prior employment which would have an effect on the quality of security and protection provided to customer agencies or prior conduct which would interfere with or prevent a delinquency or misconduct in employment are: attitude, personality, conflict insubordination, absenteeism/attendance, rules/regulation violation and pattern of unemployment based on misconduct or delinquency as reflected in employment history.
- (2) Criminal or dishonest conduct related to the duties to be assigned to the applicant/employee and/or the performance of such duties. The following crimes are acts which could disqualify prospective or regular employees:
 - a. Abuse or neglect of a child or other dependent person entrusted to their care
 - b. Child molestation
 - c. Forcible or statutory rape
 - d. Possession and sale of narcotics and/or dangerous drugs
 - e. Arson
 - f. Murder
 - g. Kidnapping
 - h. Robbery
 - i. Burglary
 - j. Larceny
 - k. Theft
 - l. Aggravated assault
 - m. Buying, receiving or possessing stolen property
 - n. Embezzlement, forgery, counterfeiting
 - o. Fraud
 - p. Under ATF Standards, any felony (for guards only who are required to carry firearms)
 - q. Domestic violence issues
- (3) Intentional false statement, deception or fraud in examination or appointment.
- (4) Refusal to furnish testimony required during an official investigation by Federal, State, and/or law enforcement officials.
- (5) Found to be a chronic alcoholic by any court, which suggest that the condition would prevent the applicant/employee from performing the duties of the position, or that the condition would pose a serious threat to the property and safety of others. (If an applicant can present medical certification that he or she has thoroughly recovered or completed a rehabilitation program, this will be weighted accordingly).
- (6) Illegal use of narcotics, drugs, or other controlled substances, without evidence of rehabilitation.
- (7) Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.

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- (8) Serious misconduct while in the military service which is indicative of conduct unacceptable for child care providers and/or other contract personnel.
- (9) Is a fugitive from justice.
- (10) Is an illegal alien in the United States or is an alien who is not entitled to accept gainful employment.
- (11) Has been committed voluntarily or involuntarily to a mental hospital or institution, unless the applicant can present medical certification of recovery.
- (12) In the absence of convictions, when the examination of the circumstances involved is a pattern of arrests, or an arrest for a single serious crime indicates that an applicant is unacceptable for a position.
- (13) In the event information is developed that a contract employee has been arrested; National Office FPS will re-evaluate until this function is transferred to the region. The regional reviewing official will re-evaluate to determine if the employee should continue to work. Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Federal Protective Service (DHS, BICE, FPS) will ensure the contractor takes appropriate action, and if the employee needs to be removed, a letter of removal will be sent to a contractor.
- (14) Financial responsibility such as pattern of non-support judgment tax lien or other default with no attempt at restitution, illegal gambling, eviction, or other irresponsibility as reflected in credit history, disregard for debts, abuse of fiduciary trust.
- (15) Immoral conduct when a pattern of misconduct is shown by conviction records, medical treatment, public knowledge, child molestation, sexual assault, statutory rape, incest, bestiality, or convictions of or involvement in other sex related crimes.
- (16) If information is developed related to disruptive or violent behavior such as assault, damaging property, destroying property, vandalism, criminal/malicious mischief, harassment, or other patterns of violence as reflected in conviction records.
- (17) Any issue relating to firearms/weapons such as carrying concealed firearms/weapons brandishing firearm, possession of firearm by a felon, possession of loaded firearm or explosives, improper/illegal sale or transportation of firearms or explosives, illegal manufacture of firearm/explosives.
- (18) Right of Review. A person who receives an unfavorable determination will be provided reasonable time (30 days) after the individual receives written notification that derogatory information is contained in the individual's background check which needs clarification. He/she may challenge the accuracy of the information contained in the FBI criminal history records; past employment history and/or State criminal history repositories; or provide additional facts, proof and supporting documents outlining any mitigating circumstances affecting any information maintained in the criminal history records the FBI obtained based on the individual's fingerprints or other records. Further, he/she will be advised that he/she has the right to obtain copies of information made available to GSA.

H.5. Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

H.6. Removal from Contract Work

(a) As provided in the clause entitled "Qualifications of Employees", the contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable.

(b) A contractor employee may also be removed where the continued employment of the contractor employee in connection with the Government work is deemed, in the Government's sole discretion, contrary to the public interest, inconsistent with the

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best interests of security, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

(c) Where a contractor employee is granted a temporary suitability determination, and an unfavorable final suitability determination is later rendered, the Government may insist on the employee's removal from the work site and from other work in connection with the Contract.

(d) The Contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to the Government.

H.7. Reserved

H.8. Recording Presence

Each contract employee must sign in when reporting for duty, sign out when leaving at the end of the work day, and sign in/out each time the employee enters or leaves the facility. All supervisory contract employees must indicate their titles alongside their signatures. GSA Form 139, Record of Arrival and Departure from Building During Security Hours, or time clock designated to be used by the Contractor personnel only, shall be used for this purpose. The use of the GSA Form 139 or time clock and the sign in and sign out location will be designated by the COR.

H.9. Other Contracts

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and Government employees and carefully fit his/her own work with such additional work as may be directed by the COR. The Contractor shall not commit or permit any act that will interfere with the performance of work by another Contractor, or by Government employees.

In any case where the fulfilling of the requirements of the contract or any restoration work embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, the Contractor shall restore such disturbed work to a condition satisfactory to the COR and guarantee such restored work to the same extent as it was guaranteed under such other contracts.

Everything done in accordance with the requirements of this provision shall be without additional expense to the Government.

H.10. Affirmative Procurement Program

(a) GSA, as a Federal procuring agency, is required to procure and use products containing recovered materials, environmentally preferable, and bio-based products. These items will be used to the maximum extent feasible unless the item is not available competitively within a reasonable time frame, does not meet appropriate performance standards, or is only available at an unreasonable price.

(b) In support of this program, products that meet the following criteria are considered acceptable--

(1) Products specified by the U.S. Environmental Protection Agency (EPA) as Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANs). The list of CPG items is available at <http://www.epa.gov/epawaste/conservation/tools/cpg/index.htm>.

(2) Products designated as environmentally oriented in the GSA Federal Acquisition Service "Green Purchasing Plan and Resource Guide". This guide is available at http://insite.gsa.gov/graphics/admin/FAS_Green_Purchasing_Plan_Resource_Guide.doc.

(3) Information regarding the United States Department of Agriculture's (USDA) Federal Biobased Products Preferred Procurement Program is available on the Internet at <http://www.biopreferred.gov/>.

(c) In accordance with the FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items, the contractor must provide the required certification and estimate at contract completion. In addition, interim annual reports, estimating the percentage of total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content, shall be provided by the contractor no later than November 1 of each year, with data for the preceding twelve-month period ending September 30.

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(d) In support of the Government's goal to promote recycling of construction material, a searchable database of construction and demolition debris recycling firms nationwide is available at <http://www.wbdg.org>

(Website instructions: Look under the heading "Popular Links" and click on "Construction Waste Management Database".)

Tip: When searching the database, if you did not check the material you would like to be processed, merely enter the state, and a list of all recyclers will appear.

H.11. Reserved

[illegible]

SECTION I – CONTRACT CLAUSES

I.1. Far 52.204-9 Personal Identity Verification Of Contractor Personnel (Jan 2011)

- a. The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- b. The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - i. When no longer needed for contract performance.
 - ii. Upon completion of the Contractor employee's employment.
 - iii. Upon contract completion or termination.
- c. The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- d. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

Substitute GSA 3504
FAR 77 and GSAR 61
Updated: November 25, 2014

SERVICE CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) IBR

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at www.acquisition.gov/far

Note: Clauses that are incorporated by reference are identified within this document by including "IBR" in the title of the applicable clause. (i.e. PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2011) – IBR)

CATEGORY	CLAUSE	REFERENCE	TITLE
GENERAL			
	1.1	FAR 52.202-1	DEFINITIONS
	1.2	GSAR 552.252-6	AUTHORIZED DEVIATIONS OR VARIATIONS IN CLAUSES (DEVIATION FAR 52.252-6)
	1.3	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) – IBR
	1.3.1	FAR 52.204-18	Commercial and Government Entity Code Maintenance (Nov 2014) - IBR
	1.4	GSAR 552.203-71	RESTRICTION ON ADVERTISING
	1.5	FAR 52.233-3	PROTEST AFTER AWARD
	1.6	FAR 52.253-1	COMPUTER GENERATED FORMS
	1.7	FAR 52.222-41	SERVICE CONTRACT ACT OF 1965
	1.8	FAR 52.222-42	STATEMENT OF EQUIVALENT RATES OF FEDERAL HIRES
BID GUARANTEE AND BONDS			
	2.1	FAR 52.228-1	BID GUARANTEE
	2.2	FAR 52.228-2	ADDITIONAL BOND SECURITY
	2.3	FAR 52.228-11	PLEDGES OF ASSETS (JAN 2012) – IBR
	2.4	FAR 52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014) - IBR
	2.5	FAR 52.228-16	PERFORMANCE AND PAYMENT BONDS – OTHER THAN CONSTRUCTION (ALT. I)
STANDARDS OF CONDUCT			
	3.1	FAR 52.203-3	GRATUITIES
	3.2	FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES
	3.3	FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
	3.4	FAR 52.203-7	ANTI-KICKBACK PROCEDURES
	3.5	FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
	3.6	FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	3.7	FAR 52.203-12	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
	3.8	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	3.9	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)
	3.10	FAR 52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) – IBR
	3.11	FAR 52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) - IBR
	3.12	FAR 52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2011) – IBR

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CATEGORY	CLAUSE	REFERENCE	TITLE	
INSURANCE	4.1	FAR 52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	
	4.2	GSAR 552.228-5	GOVERNMENT AS ADDITIONAL INSURED	
	4.3	FAR 52.246-25	LIMITATION OF LIABILITY-SERVICES	
BUY AMERICAN ACT AND TRADE AGREEMENTS	5.1	FAR 52.225-1	BUY AMERICAN ACT – PROGRAM –SUPPLIES (FEB 2009) –	
			IBR	
	5.2	FAR 52.225-3	BUY AMERICAN ACT- FREE TRADE AGREEMENTS—ISRAELI	
			TRADE ACT (NOV 2012) – IBR	
	5.3	FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	
	5.4	FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	
ENVIRONMENTAL PROTECTION	6.1	FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER	
			FIBER CONTENT PAPER (MAY 2011) – IBR	
	6.2	FAR 52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS	
			UNDER SERVICE AND CONSTRUCTION CONTRACTS	
	6.3	FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL	
			SAFETY DATA (ALTERNATE 1)	
	6.4	FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO KNOW	
			INFORMATION (MAY 2011) – IBR	
	6.5	FAR 52.223-6	DRUG-FREE WORKPLACE	
	6.6	FAR 52.223-9	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL	
			CONTENT FOR EPA DESIGNATED ITEMS	
	6.7	FAR 52.223-10	WASTE REDUCTION PROGRAM (MAY 2011) – IBR	
	6.8	FAR 52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	
	6.9	FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	
	6.10	FAR 52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL	
			ASSESSMENT OF PERSONAL COMPUTER PRODUCTS	
	6.11	FAR 52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS	
			IN SERVICE AND CONSTRUCTION CONTRACTS	
	6.12	FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT	
			MESSAGING WHILE DRIVING	
EMPLOYMENT PRACTICES AND LABOR STANDARDS	7.1	FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	
	7.2	FAR 52.222-3	CONVICT LABOR	
	7.3	FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-	
			OVERTIME COMPENSATION	
	7.4	FAR 52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	
	7.5	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES	
	7.6	FAR 52.222-26	EQUAL OPPORTUNITY	
	7.7	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUL 2014) - IBR	
	7.8	FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	
	7.9	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUL 2014) - IBR	
	7.10	FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE	
			NATIONAL LABOR RELATIONS ACT	
	7.11	FAR 52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT	
			ACT PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION	
			CONTRACTS)	
	7.12	FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS	
	7.13	FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013) – IBR	

FAR 52.222-3

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CATEGORY	CLAUSE	REFERENCE	TITLE	
SUBCONTRACTING	8.1	FAR 52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (AUG 2013)	FAR 52.
	8.2	FAR 52.219-8		
	8.3	FAR 52.219-9	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) - IBR	
			SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) – ALTERNATE II (OCT 2001)	
	8.4	FAR 52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011) - IBR	
	8.5	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING	
	8.6	FAR 52.219-18	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS	
	8.7	FAR 52.244-5	COMPETITION IN SUBCONTRACTING	
	8.8	FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2014) - IBR	
TAXES				FAR 52.229-4
	9.1	FAR 52.229-3	FEDERAL, STATE AND LOCAL TAXES	
	9.2	FAR 52.229-4	FEDERAL, STATE AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	
PERFORMANCE				GSAR 552.237-71
	10.1	FAR 52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	
	10.2	GSAR 552.237-71	QUALIFICATIONS OF EMPLOYEES	
	10.3	FAR 52.236-13	ACCIDENT PREVENTION (ALT I)	
				FAR 52.232-8
PAYMENT				
	11.1	GSAR 552.232-1	PAYMENTS	
	11.2	FAR 52.232-8	DISCOUNTS FOR PROMPT PAYMENT	
	11.3	FAR 52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	
	11.4	FAR 52.232-11	EXTRAS	
	11.5	FAR 52.232-17	INTEREST - IBR	
	11.6	FAR 52.232-23	ASSIGNMENT OF CLAIMS	
	11.7	FAR 52.232-25	PROMPT PAYMENT(JUL 2013)	
	11.8	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (JUL 2013)	
			UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) - IBR	
	11.10	GSAR 552.232-72	FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS	
AUDITS AND COST AND PRICING DATA				FAR 52.215-10
	12.1	FAR 52.215-2	AUDIT AND RECORDS-NEGOTIATION	
	12.2	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) - IBR	
	12.3	FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA	

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CATEGORY	CLAUSE	REFERENCE	TITLE	
	12.4	FAR 52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	
	12.5	FAR 52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	
	12.6	FAR 52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	
	12.7	FAR 52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	
	12.8	FAR 52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN CERTIFIED COST OR PRICING DATA (MODIFICATIONS)	
	12.9	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA	
ADJUSTMENTS				FAR 52.217-8
	13.1	FAR 52.243-1	CHANGES-FIXED PRICE (ALT I&II)	
	13.2	FAR 52.217-8	OPTION TO EXTEND SERVICES	
	13.3	FAR 52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	
DISPUTES				
	14.1	FAR 52.233-1	DISPUTES	FAR 52.227-2
PATENTS, DATA AND COPYRIGHTS				
	15.1	FAR 52.227-1	AUTHORIZATION AND CONSENT	
	15.2	FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	
	15.3	FAR 52.227-3	PATENT INDEMNITY	FAR 52.249-8
TERMINATION				
	16.1	FAR 52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	
	16.2	FAR 52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	
COST ACCOUNTING STANDARDS				FAR 52.230-3
	17.1	FAR 52.230-2	COST ACCOUNTING STANDARDS (MAY 2012) - IBR	
	17.2	FAR 52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2012) - IBR	
	17.3	FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) - IBR	
OTHER				FAR 52.215-8
	18.1	FAR 52.242-13	BANKRUPTCY	
	18.2	FAR 52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	
	18.3	52.219-28	POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013) - IBR	
	18.4	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	
	18.5	FAR 52.204-10		
	18.6	FAR 52.216-18	REPORTING EXECUTIVE COMPENSATION AND FIRT-TIER SUBCONTRACT AWARDS (JUL 2013) - IBR	
	18.7	FAR 52.216-19	ORDERING	
	18.8	FAR 52.216-21	ORDER LIMITATIONS	
	18.9	FAR 52.216-22	REQUIREMENTS (FOR THE REQUIREMENTS IDV ONLY)	
	18.10	FAR 52.242-15	INDEFINITE QUANTITY (FOR THE IDIQ IDV ONLY)	

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			STOP-WORK ORDER (AUG 1989) – IBR
	18.11	FAR 203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) - IBR
	18.12	FAR 204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)-IBR
	18.13	FAR 52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
	18.14	FAR 52.222-99	ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (JUL 2014) (DEVIATION)

19. PBS P 3490.2 DOCUMENT SECURITY FOR SENSITIVE BUT UNCLASSIFIED BUILDING INFORMATION

20. FAR 52.222-60, Paycheck Transparency (Executive Order 13673)

21. FAR 52.222-62 - Paid Sick Leave Under Executive Order 13706)

GENERAL

1.1. FAR 52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

1.2. GSAR 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)

(a) Deviations to FAR clauses.

This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

1.3. FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) – INCORPORATED BY REFERENCE

1.3.1 FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014) - INCORPORATED BY REFERENCE

1.4. GSAR 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotion in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(End of Clause)

RFP GS05P17SLD0004 Elevator Services
Joseph P. Kinneary US Courthouse, Columbus OH
John W. Bricker Federal Building, Columbus, OH
John W. Bricker Parking Garage, Columbus, OH

In accordance with GSAR 552.203-71, Restriction on Advertising, the contractor is precluded from referring to GSA contracts in commercial advertising in a manner that states or implies the Government approves or endorses the product or service or considers it superior to other products or services. The contractor may not disseminate or advertise any information concerning this project/contract without prior written approval of the Contracting Officer. The contractor may not photograph the project site other than as required by the contract or as directed by the Contracting Officer. Access to Federally controlled space is governed by stringent security requirements. The contractor is prohibited from bringing individuals to the project/contract site for the purpose of marketing, self promotion, media tours, and any other event or activity without the express written consent of the Contracting Officer. All media inquiries should be directed to the Contracting Officer. Any request for access to the project/contract site, other than to perform work related to the contract, shall be made in writing to the Contracting Officer

1.5. FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either:
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its rights to an adjustment within 30 days after the end of the period of work stoppage; provided that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under the contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

1.6. FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided, there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

1.7. FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

- (a) Definitions. As used in this clause—

"Act" means the Service Contract Act of 1965 ([41 U.S.C. 351](#), et seq.).

"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by [41 U.S.C. 356](#), as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit [Standard Form \(SF\) 1444](#), Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed [SF 1444](#) (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the

Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act—

- (A) Name and address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
- (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of payments and termination of contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.
- (n) Seniority list. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.
- (o) Rulings and interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.
- (p) Contractor's certification.
- (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

(q) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

1.8. FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (20 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

EMPLOYEE CLASS	MONETARY WAGE
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RFP GS05P17SLD0004 Elevator Services
Joseph P. Kinneary US Courthouse, Columbus OH
John W. Bricker Federal Building, Columbus, OH
John W. Bricker Parking Garage, Columbus, OH

Mechanic -	\$42.07
Supervisor -	\$46.28

FRINGE BENEFITS AS A PERCENTAGE OF HOURLY MONETARY RATE:

Retirement	20.4%
Health & Life Insurance	3.7%
Workmen's Compensation	1.9%

SICK LEAVE PROVIDED BY LAW: 13 days of paid sick leave per year.

PAID HOLIDAYS PROVIDED BY LAW: 10

New Years Day	Independence Day
M.L. King Day	Thanksgiving Day
Labor Day	Christmas Day
Presidents Day	Columbus Day
Memorial Day	Veterans Day

VACATIONS OR PAID LEAVE AS PROVIDED BY LAW:

- (1) Two hours of annual leave each week for an employee with less than three years of service.
- (2) Three hours of annual leave each week for an employee with three but not less than 15 years of service.
- (3) Four hours of annual leave each week for an employee with 15 or more years of service.

BID GUARANTEE AND BONDS - N/A

2.2. FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997) - N/A

2.3. FAR 52.228-11 PLEDGES OF ASSETS (JAN 2012) – *INCORPORATED BY REFERENCE*

2.4. FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014) - *INCORPORATED BY REFERENCE*

2.5. FAR 52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (NOV 2006) (ALTERNATE I) (JUL 2000) (*Not applicable to NISH contracts*) - N/A

STANDARDS OF CONDUCT

3.1. FAR 52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—
 - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled—
 - (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (e) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

3.2. FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- "Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- "Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

3.3. FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

- (a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

3.4. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

- (a) Definitions.
- "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
- "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- "Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- "Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.
- "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
- "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
- "Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.
- "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.
- (b) The Anti-Kickback Act of 1986 ([41 U.S.C. 51-58](#)) (the Act), prohibits any person from—
- (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
 - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

3.5. FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

3.6. FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract

shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

3.7. FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

(a) Definitions. As used in this clause—

"Agency" means *"executive agency"* as defined in Federal Acquisition Regulation (FAR) [2.101](#).

"Covered Federal action" means any of the following actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act ([25 U.S.C. 450b](#)) and include Alaskan Natives.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. [31 U.S.C. 1352](#) prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with [31 U.S.C. 1352](#) the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contract the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern—

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(2) Professional and technical services.

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR [3.803\(a\)\(2\)\(iii\)](#)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure.

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs

that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by [31 U.S.C. 1352](#). An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) Subcontracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$150,000.

3.9. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

3) Any required posters may be obtained as follows:

fraud hotline poster - Department of Homeland Security

<http://www.dhs.gov/how-do-i/report-fraud-waste-or-abuse-within-dhs>

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

3.10. FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) - INCORPORATED BY REFERENCE

3.11. FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) – INCORPORATED BY REFERENCE

INSURANCE

4.1. FAR 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

4.2. GSAR 552.228-5 GOVERNMENT AS ADDITIONAL INSURED (MAY 2009)

- (a) *This clause supplements the requirements set forth in FAR clause 52.528-5, Insurance—Work on a Government Installation.*
- (b) *Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.*

4.3. FAR 52.246-25 LIMITATION OF LIABILITY—SERVICES (FEB 1997)

- (a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that—
 - (1) Occurs after Government acceptance of services performed under this contract; and
 - (2) Results from any defects or deficiencies in the services performed or materials furnished.
- (b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of—
 - (1) All or substantially all of the Contractor's business;
 - (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
 - (3) A separate and complete major industrial operation connected with the performance of this contract.
- (c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

BUY AMERICAN AND TRADE AGREEMENTS

RFP GS05P17SLD0004 Elevator Services
Joseph P. Kinneary US Courthouse, Columbus OH
John W. Bricker Federal Building, Columbus, OH
John W. Bricker Parking Garage, Columbus, OH

5.1. FAR 52.225-1 BUY AMERICAN ACT--SUPPLIES (FEB 2009) INCORPORATED BY REFERENCE

5.2. FAR 52.225-3 BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT (NOV 2012) – INCORPORATED BY REFERENCE

5.3. FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

5.4. FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

ENVIRONMENTAL PROTECTION

6.1. FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) – INCORPORATED BY REFERENCE

6.2. FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEPT 2013)

(a) *In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—*

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

6.3. FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) AND (ALTERNATE 1-JUL 1995)

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification No.	Material Identification No.
(If none, insert "None") None	
_____	_____
_____	_____
_____	_____

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.

ALTERNATE 1 JUL 1995

- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
 - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
 - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

6.4. FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO KNOW INFORMATION (MAY 2011) – INCORPORATED BY REFERENCE

6.5. FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

6.6. FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item.

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to the Contracting Officer's Representative.

6.7. FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011) – INCORPORATED BY REFERENCE

6.8. FAR 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

6.9. FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) Definition. As used in this clause—

"Energy-efficient product"—

(1) Means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions ([42 U.S.C. 8259b](#)).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for—

(1) ENERGY STAR® at <http://www.energystar.gov/products>; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

6.10. FAR 52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)

(a) Definitions. As used in this clause—

"Computer monitor" means a video display unit used with a computer.

"Desktop computer" means a computer designed for use on a desk or table.

"Notebook computer" means a portable-style or laptop-style computer system.

"Personal computer product" means a notebook computer, a desktop computer, or a computer monitor, and any peripheral equipment that is integral to the operation of such items. For example, the desktop computer together with the keyboard, the

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mouse, and the power cord would be a personal computer product. Printers, copiers, and fax machines are not included in peripheral equipment, as used in this definition.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for contractor use at a Government-owned facility, only personal computer products that at the time of submission of proposals were EPEAT Bronze registered or higher. Bronze is the first level discussed in clause 1.4 of the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products.

(c) For information about the standard, see www.epeat.net.

6.11. FAR 52.223-17 AFFIRMATIVE-PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

6.12. FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) Definitions. As used in this clause—

"Driving"—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

EMPLOYMENT PRACTICES AND LABOR STANDARDS

7.1. FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

7.2. FAR 52.222-3 CONVICT LABOR (JUN 2003)

- (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
- (b) The Contractor is not prohibited from employing persons—
 - (1) On parole or probation to work at paid employment during the term of their sentence;
 - (2) Who have been pardoned or who have served their terms; or
 - (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—
 - (i) The worker is paid or is in an approved work training program on a voluntary basis;
 - (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
 - (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
 - (v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

7.3. FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JULY 2005)

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation: liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- (d) Payrolls and basic records.
 - (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
 - (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.
- (e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

7.4. FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)

(a) "Service employee", as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 CFR part 541](#). The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12 (c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart [19.13](#)), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within

the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via e-mail, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with [52.222-41\(n\)](#), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of [52.222-41\(n\)](#) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause ([52.223-1](#)) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, DC 20210. Contact e-mail: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the

Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

7.5. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

7.6. FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

- (a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).
- (c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
 - (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;

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- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

7.7. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014) - INCORPORATED BY REFERENCE

7.8. FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

(a) General.(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 ([29 U.S.C. 793](#)) (the Act), as amended.
- (b) Postings.
 - (1) The Contractor agrees to post employment notices stating—
 - (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - (ii) The rights of applicants and employees.
 - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
 - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

7.9. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014) - INCORPORATED BY REFERENCE

7.10. FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

- (a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).
 - (1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.
 - (2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."
- (b) This required employee notice, printed by the Department of Labor, may be—
 - (1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Provided by the Federal contracting agency if requested;
 - (3) Downloaded from the Office of Labor-Management Standards website at www.dol.gov/olms/regs/compliance/EO13496.htm; or
 - (4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.
- (c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
- (d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.
- (e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in

accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**7.11. FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE
ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)**

(a) *This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.*

(b) *The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.*

(c) *The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.*

(d) *The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:*

(1) *The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;*

(2) *An increased or decreased wage determination otherwise applied to the contract by operation of law; or*

(3) *An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.*

(e) *Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.*

(f) *The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.*

(g) *The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.*

7.12. FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
 - (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
 - (3) The abuse or threatened abuse of the legal process.
- "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
- "Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.
- "Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.
- "Forced Labor" means knowingly providing or obtaining the labor or services of a person—
- (1) By threats of serious harm to, or physical restraint against, that person or another person;
 - (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
 - (3) By means of the abuse or threatened abuse of law or the legal process.
- "Involuntary servitude" includes a condition of servitude induced by means of—
- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
 - (2) The abuse or threatened abuse of the legal process.
- "Severe forms of trafficking in persons" means—
- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
 - (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.
- (b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—
- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
 - (2) Procure commercial sex acts during the period of performance of the contract; or
 - (3) Use forced labor in the performance of the contract.
- (c) Contractor requirements. The Contractor shall—
- (1) Notify its employees of—
 - (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
 - (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) Notification. The Contractor shall inform the Contracting Officer immediately of—
- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
 - (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- (e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—
- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
 - (2) Requiring the Contractor to terminate a subcontract;
 - (3) Suspension of contract payments;
 - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (6) Suspension or debarment.
- (f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.
- (g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in

Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

7.13. FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013) – INCORPORATED BY REFERENCE

SUBCONTRACTING

8.1. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

- (a) Definition. "Commercially available off-the-shelf (COTS)" item, as used in this clause—
- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition in FAR [2.101](#));
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
 - (2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.
- (b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.
- (c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:
- (1) The name of the subcontractor.
 - (2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.
- (e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—
- (1) Exceeds \$30,000 in value; and
 - (2) Is not a subcontract for commercially available off-the-shelf items.

8.2. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) - INCORPORATED BY REFERENCE

8.3. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) (Alt II) (OCT 2001)

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause—
- "Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626\(e\)\(1\)](#). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626\(e\)\(2\)](#).
- "Commercial item" means a product or service that satisfies the definition of commercial item in section [2.101](#) of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each

unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in [19.702](#) for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at [52.212-5](#), Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at [52.244-6](#), Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR [19.704\(c\)](#), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

8.4. FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011) *INCORPORATED BY REFERENCE*

8.5. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

- (a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

8.7. FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

8.8. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014) - INCORPORATED BY REFERENCE

TAXES

9.1. FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

- (a) As used in this clause—

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

- (b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

PERFORMANCE

10.1. FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

10.2. GSAR 552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)

- (a) The Contracting Officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

RFP GS05P17SLD0004 Elevator Services
Joseph P. Kinneary US Courthouse, Columbus OH
John W. Bricker Federal Building, Columbus, OH
John W. Bricker Parking Garage, Columbus, OH

- (b) The Contractor shall fill out and cause each of its employees performing on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.
- (c) Each employee of the contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

PAYMENT

11.1. GSAR 552.232-1 PAYMENTS (NOV 2009) (DEVIATION FAR 52.232-1)

(a) The Government shall pay the Contractor, without submission of invoices or vouchers, 30 days after the service period, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract.

(b) Unless otherwise specified in this contract, the Government will make payment on partial deliveries accepted by the Government if either:

(1) The amount due on the deliveries warrants it.

(2) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(c) When processing payment, GSA's Finance Office will automatically generate the 12 digit invoice number using the PDN assigned to the contract, followed by an abbreviated month and year of service (e.g., 84261554JUN7, for June 2007). The PDN appears on the contract award document.

11.2. FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

11.3. FAR 52.232-9 LIMITATIONS ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to—

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

11.4. FAR 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

11.5. FAR 52.232-17 INTEREST (OCT 2010) -- IBR

11.6. FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter assign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

11.7. FAR 52.232-25 PROMPT PAYMENT (JUL 2013)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections [2.101](#), [32.001](#), and [32.902](#) of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments—

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 ([7 U.S.C. 182\(3\)](#)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 ([16 U.S.C. 4003\(3\)](#)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 ([7 U.S.C. 499a\(4\)](#)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 ([7 U.S.C. 4502\(e\)](#)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does

not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

- (i) Name and address of the Contractor.
- (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (ix) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., [52.232-38](#), Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (x) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
 - (i) The designated billing office received a proper invoice.
 - (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.
 - (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
 - (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR [52.233-1](#), Disputes.
- (6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.
- (7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at [52.213-1](#), Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subtitle item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

11.8. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (JUL 2013)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the

Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this

contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to [Subpart 32.8](#), is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

11.9. FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)--IBR

11.10. GSAR 552.232-72 FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS (MAR 2012)

Before final payment is made, the Contractor shall furnish the Contracting Officer with a GSA Form 1142, Release of Claims, releasing all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

AUDITS/COST & PRICING DATA

12.1. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of

examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Certified cost or pricing data. If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General.—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in [Subpart 4.7](#), Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

12.2. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) – INCORPORATED BY REFERENCE

12.3. FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR [15.403-4](#), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR [15.403-4](#), the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR [15.408](#), [Table 15-2](#) (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR [15.403-1](#) applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR [15.406-2](#) that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR [15.403-4](#), when entered into, the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR [52.215-13](#), Subcontractor Certified Cost or Pricing Data—Modifications.

12.4. FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be—

(1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

(2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) [Subpart 31.2](#) or for which certified cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which certified cost or pricing data were submitted or that are subject to FAR [Subpart 31.2](#).

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR [15.408\(g\)](#).

12.5. FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

12.6. FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JULY 2005)

(a) The Contractor shall promptly notify the Contracting Officer in writing when the Contractor determines that it will terminate or reduce the benefits of a PRB plan.

(b) If PRB fund assets revert or inure to the Contractor, or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by 31.205-6(o)(5) of the Federal Acquisition Regulation (FAR). When determining or agreeing on the method for recovery of the Government's equitable share, the contracting parties should consider the following methods: cost reduction, amortizing the credit over a number of years (with appropriate interest), cash refund, or some other agreed upon method. Should the parties be unable to agree on the method for recovery of the Government's equitable share, through good faith negotiations, the Contracting Officer shall designate the method of recovery.

(c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR [15.408\(j\)](#).

12.7. FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

12.8. FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN CERTIFIED COST OR PRICING DATA (MODIFICATIONS) (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR [15.403-4](#) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in [Table 15-2](#) of FAR [15.408](#), which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in [Table 15-2](#) are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR [15.406-2](#).

12.9. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart

RFP GS05P17SLD0004 Elevator Services
Joseph P. Kinneary US Courthouse, Columbus OH
John W. Bricker Federal Building, Columbus, OH
John W. Bricker Parking Garage, Columbus, OH

4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

ADJUSTMENTS

13.1. FAR 52.243-1 CHANGES—FIXED-PRICE (AUG 1987) (ALT. I) (APR 1984)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Description of services to be performed.
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (3) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

FAR 52.243-1 CHANGES—FIXED PRICE (ALT II) (APR 1984)

Add the following to paragraph (a) above—

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

FAR 52.243-1 CHANGES—FIXED PRICE (DEVIATION)

When practicable, the government shall notify the contractor and NISH at least 90 days prior to the date that any changes in the statement of work or other condition of performance will be required. If the Government cannot provide at least 90 days notice of the change, it will inform the contractor and NISH in the change notice of the reason why the 90 day notice requirement cannot be met.

13.2. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) calendar days before expiration of the contract.

13.3. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years and six months.

DISPUTES

14.1. FAR 52.233-1 DISPUTES (JUL 2002) (ALT I) (DEC 1991)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the tendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

FAR 52.233-1 DISPUTES (JUL 2002) (DEVIATION)

Disputes between a nonprofit agency and a contracting activity arising out of matters covered by parts 41 CFR 51-5 and 51-6 should be resolved, where possible, by the Government and the contractor, with assistance from NISH. Disputes which cannot be resolved by these parties may be referred to the Committee for resolution in accordance with the Committee's Operations Memorandum No. 19, Javits-Wagner-O'Day Price and Price-Related Impasse and Dispute Resolution Procedures. The contractor shall proceed diligently with performance of this contract, pending resolution of any dispute arising under the contract.

PATENTS, DATA AND COPYRIGHTS

15.1. FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent—
- (1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or
- (2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. the entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

15.2. FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.
- (c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

15.3. FAR 52.227-3 PATENT INDEMNITY (APR 1984)

- (a) The Contractor shall indemnify the Government and its officers, agents and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 USC 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out the use or disposal by or for the account of the Government of such supplies or construction work.
- (b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to
- (1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;
- (2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or
- (3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

TERMINATION

16.1. FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

- (a) *The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.*
- (b) *After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:*

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government—
 - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart [49.001](#) of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:
 - (1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.
 - (2) The total of—

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under [49.202](#) of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including—

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of [Part 31](#) of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted—

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under [50 U.S.C. App. 1215\(b\)\(2\)](#). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

16.2. FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

- (2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
- (b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractor at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.
- (f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
- (h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

COST ACCOUNTING STANDARDS

17.1. FAR 52.230-2 COST ACCOUNTING STANDARDS (MAY 2012) - *INCORPORATED BY REFERENCE*

17.2. FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2012) - *INCORPORATED BY REFERENCE*

17.3. FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) - *INCORPORATED BY REFERENCE*

OTHER

18.1. FAR 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

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18.2. FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications

18.3 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013) *INCORPORATED BY REFERENCE*

18.4 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) – *INCORPORATED BY REFERENCE*

18.5 FAR 52.204–10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) – *INCORPORATED BY REFERENCE*

18.6 FAR 52.216-18 ORDERING OCT 1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 7/1/2017 through 6/30/2022.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

18.7 FAR 52.216-19 ORDER LIMITATIONS OCT 1995

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
 - (1) Any order for a single item in excess of \$10,000,000 for mechanical operations ;
 - (2) Any order for a combination of items in excess of \$10,000,000 for mechanical operations ; or
 - (3) A series of orders from the same ordering office within 2 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

18.8 FAR 52.216-21 REQUIREMENTS OCT 1995

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the

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Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6/30/2022.

18.9 FAR 52.216-22 INDEFINITE QUANTITY OCT 1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6/30/2022.

18.10 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) – INCORPORATED BY REFERENCE

18.11 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) – INCORPORATED BY REFERENCE

18.12 FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014) – INCORPORATED BY REFERENCE
Applicable if awarded or issued in Fiscal Year 2014 with an estimated total value of \$2.5 million or greater, in Fiscal Year 2015 with an estimated total value of \$1 million or greater, and in Fiscal Year 2016 and subsequent years, with an estimated value of \$500,000 or greater.

18.13. FAR 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

18.14. FAR 52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (JUL 2014) (DEVIATION)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

19. PBS P 3490.2 – DOCUMENT SECURITY FOR SENSITIVE BUT UNCLASSIFIED BUILDING INFORMATION

Safeguarding and Dissemination of Sensitive But Unclassified (SBU) Building Information

This clause applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

1. Marking SBU. Contractor-generated documents that contain building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the Contracting Officer (CO) may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

2. Authorized recipients.

a. Building information designated SBU must be protected with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Those with a need to know may include Federal, State and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov and have a legitimate business need to know such information. If a subcontractor is not registered in the SAM and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor shall keep this information related to the subcontractor for the duration of the contract and subcontract.

b. All GSA personnel and Contractors must be provided SBU building information when needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire and utility departments may require access to SBU building information on a need to know basis. This clause must not prevent or encumber the dissemination of SBU building information to public safety entities.

3. Dissemination of SBU building information:

a. By electronic transmission. Electronic transmission of SBU information outside of the GSA network must use session encryption (or alternatively, file encryption). Encryption must be via an approved NIST algorithm with a valid certification, such as

Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules per GSA policy.
b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include, but are not limited to CDs, DVDs, and USB drives. Nonelectronic forms of SBU building information include paper documents, among other formats.

i. By mail. Contractors must utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

ii. In person. Contractors must provide SBU building information only to authorized recipients with a need to know such information. Further information on authorized recipients is found in Section 2 of this clause.

4. Record keeping. Contractors must maintain a list of all entities to which SBU is disseminated, in accordance with sections 2 and 3 of this clause. This list must include at a minimum: (1) the name of the State, Federal, or local government entity, utility, or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

5. Safeguarding SBU documents. SBU building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a legitimate business need to know such information. GSA contractors and subcontractors must not take SBU building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a legitimate business need to know.

6. Destroying SBU building information. When no longer needed, SBU building information must be destroyed so that marked information is rendered unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within GSA CIO IT Security 06-32, Media Sanitization Guide and Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization. Alternatively, SBU building information may be returned to the CO.

7. Notice of disposal. The contractor must notify the CO that all SBU building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 6 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term. The contractor may return the SBU documents to the CO rather than destroying them.

8. Incidents. All improper disclosures of SBU building information must be immediately reported to the CO Connie Bilek-Hammond 201 Superior Ave Suite 450 Cleveland, Ohio 44114. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

9. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

End Substitute GSA 3504

20. FAR 52.222-60, Paycheck Transparency (Executive Order 13673)

FAR 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)

b.(a) Wage statement. In each pay period, the Contractor shall provide a wage statement document (e.g. a pay stub) to all individuals performing work under the contract subject to the wage records requirements of any of the following statutes:

a.(1) The Fair Labor Standards Act.

b.(2) 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction) (formerly known as the Davis Bac115on Act).

c.(3) 41 U.S.C. chapter 67, Service Contract Labor Standards (formerly known as the Service

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Contract Act of 1965).

~~e.~~(b) Content of wage statement. (1) The wage statement shall be issued every pay period and contain-

~~d.~~(i) The total number of hours worked in the pay period;

~~e.~~(ii) The number of those hours that were overtime hours;

(iii) The rate of pay (e.g., hourly rate, piece rate);

~~A.~~(iv) The gross pay; and

~~B.~~(v) Any additions made to or deductions taken from gross pay. These shall be itemized. The itemization shall identify and list each one separately, as well as the specific amount added or deducted for each.

~~2.~~(2) If the wage statement is not provided weekly and is instead provided bi-weekly or semi-monthly (because the pay period is bi-weekly or semi-monthly), the hours worked and overtime hours contained in the wage statement shall be broken down to correspond to the period (which will almost always be weekly) for which overtime is calculated and paid.

~~3.~~(3) The wage statement provided to an individual exempt from the overtime compensation requirements of the Fair Labor Standards Act (FLSA) need not include a record of hours worked, if the Contractor informs the individual in writing of his or her overtime exempt status. The notice may not indicate or suggest that DOL or the courts agree with the Contractor's determination that the individual is exempt. The notice must be given either before the individual begins work on the contract, or in the first wage statement under the contract. Notice given before the work begins can be a stand-alone document, or can be in an offer letter, employment contract, or position description. If during performance of the contract, the Contractor determines that the individual's status has changed from non-exempt to exempt from overtime, it must provide the notice to the individual before providing a wage statement without hours worked information or in the first wage statement after the change.

~~d.~~(c) Substantially similar laws. A Contractor satisfies this wage statement requirement by complying with the wage statement requirement of any State or locality (in which the Contractor has employees) that has been determined by the United States Secretary of Labor to be substantially similar to the wage statement requirement in this clause. The determination of substantially similar wage payment states may be found at www.dol.gov/fairpayandsafeworkplaces.

~~a.~~(d) Independent contractor. (1) If the Contractor is treating an individual performing work under the contract as an independent contractor (e.g., an individual who is in business for him or herself or is self-employed) and not as an employee, the Contractor shall provide a written document to the individual informing the individual of this status. The document may not indicate

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or suggest that the enforcement agencies or the courts agree with the Contractor's determination that the worker is an independent contractor. The Contractor shall provide the document to the individual either at the time an independent contractor relationship is established with the individual or prior to the time the individual begins to perform work on the contract. The document must be provided for this contract, even if the worker was notified of independent contractor status on other contracts. The document must be separate from any independent contractor agreement between the Contractor and the individual. If the Contractor determines that a worker's status while performing work on the contract changes from employee to independent contractor, then the Contractor shall provide the worker with notice of independent contractor status before the worker performs any work under the contract as an independent contractor.

(2) The fact that the Contractor does not make social security, Medicare, or income tax withholding deductions from the individual's pay and that an individual receives at year end an IRS Form 1099-Misc is not evidence that the Contractor has correctly classified the individual as an independent contractor under the labor laws.

(e) Notices--(1) Language. Where a significant portion of the workforce is not fluent in English, the Contractor shall provide the wage statement required in paragraph (a) of this clause, the overtime exempt status notice described in paragraph (b)(3) of this clause, and the independent contractor notification required in paragraph (d) of this clause in English and the language(s) with which the significant portion(s) of the workforce is fluent.

(2) Electronic notice. If the Contractor regularly provides documents to its workers by electronic means, the Contractor may provide to workers electronically the written documents and notices required by this clause. Workers must be able to access the document through a computer, device, system or network provided or made available by the Contractor.

(f) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that exceed \$500,000, at all tiers, for other than commercially available off-the-shelf items.

(End of clause)

21. FAR 52.222-62 - Paid Sick Leave Under Executive Order 13706)

FAR 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)-Child, domestic partner, and domestic violence have the meaning given in 29 CFR 13.2.

Employee--(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's

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Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

Parent, sexual assault, spouse, and stalking have the meaning given in 29 CFR 13.2. United States means the 50 States and the District of Columbia.

(b) Executive Order 13706. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall--

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the

Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including-

- (1) Any pay and/or benefits denied or lost by reason of the violation;
- (2) other actual monetary losses sustained as a direct result of the violation; and
- (3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment. (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

- (i) Name, address, and social security number of each employee.
- (ii) The employee's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid (including all pay and benefits provided).
- (iv) The number of daily and weekly hours worked.
- (v) Any deductions made.
- (vi) The total wages paid (including all pay and benefits provided) each pay period.
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
- (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid

time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses

to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the

equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

U) Interference/discrimination. (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to—

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave; (iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for—

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by

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posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

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SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Exhibit 1 - Equipment to be Maintained and Repaired
Exhibit 2 - Performance Standards
Exhibit 3 - Resume
Exhibit 4 - Definitions
Exhibit 5 - Applicable Publications
Exhibit 6 - Reporting Requirements
Exhibit 7 - Elevator Inspection Form

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Exhibit 8 – Reserved
Exhibit 9 – Green Purchasing Report

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Exhibit 1
Equipment to be Maintained and Repaired

1. Elevator Equipment Information

The inventory provided herein represents the most accurate and current record of equipment and systems, however the offeror is responsible to verify the accuracy of this information with on-site inspections prior to proposal submission. The building and equipment statistics contained herein are for informational purposes only and in no way modify the requirements of FAR 52.237-1, Site Visit. Offerors are cautioned to inspect the building(s) and equipment prior to submitting their offers.

Location #1: Joseph P. Kinneary US Courthouse						
# OF ELEVATORS	# OF STOPS	TYPE OF ELEVATOR	MANUFACTURER	SPEED IN FPM	TYPE OF OPERATION	TYPE OF MACHINE
1	5	Passenger	Otis/KONE	500	Selective/Collective	Gearless
2	5	Passenger	Otis/KONE	500	Selective	Gearless
3	6	Passenger	Otis/KONE	500	Selective	Gearless
4	2	Freight	Otis/KONE	75	Selective	Gearless

Location #2: John W. Bricker Federal Building						
# OF ELEVATORS	# OF STOPS	TYPE OF ELEVATOR	MANUFACTURER	SPEED IN FPM	TYPE OF OPERATION	TYPE OF MACHINE
1	7	Passenger	Otis	500	Selective/Collective	Gearless
2	7	Passenger	Otis	500	Selective/Collective	Gearless
3	9	Passenger & Service	Otis	500	Selective/Collective	Gearless
4	8	Passenger	Otis	500	Selective/Collective	Gearless

Location #3: John W. Bricker Federal Parking Garage						
# OF ELEVATORS	# OF STOPS	TYPE OF ELEVATOR	MANUFACTURER	SPEED IN FPM	TYPE OF OPERATION	TYPE OF MACHINE
5	8	Passenger	Otis/KONE	350	Selective/Collective	Geared Traction/ Basement Underslung
6	8	Passenger	Otis/KONE	350	Selective	Geared Traction/ Basement Underslung

Exhibit 2
Performance Standards

1. General Performance Standards

The contractor agrees to maintain, at all times, the minimum performance requirements for the elevator equipment and comply with all documentation requirements of the Maintenance Control Plan.

Location #1: Joseph P. Kinneary US Courthouse						
Elev. No.	Mean Time Between Service Calls (Days) (A)	Performance Time (Seconds) (B)	Door Closing Force (Ft/lbs Max) (C)	Door Opening Time (Seconds) (D)	Door Closing Time (Seconds) (E)	No Load Running Speed (FPM) (F)
1	90 days	12.84 sec	19 ft/lbs max	2.28 sec	4.62 sec	501 fpm
2	90 days	12.79 sec	18 ft/lbs max	2.66 sec	4.03 sec	502 fpm
3	90 days	13.68 sec	15 ft/lbs max	4.35 sec	4.63 sec	495 fpm
4	90 days	12.50 sec	N/A	N/A	N/A	58 fpm

Location #2: John W. Bricker Federal Building						
Elev. No.	Mean Time Between Service Calls (Days) (A)	Performance Time (Seconds) (B)	Door Closing Force (Ft/lbs Max) (C)	Door Opening Time (Seconds) (D)	Door Closing Time (Seconds) (E)	No Load Running Speed (FPM) (F)
1	60 days	9.0 sec	50 ft/lbs max	2.3 sec	2.7 sec	500 fpm
2	60 days	9.0 sec	50 ft/lbs max	2.3 sec	2.7 sec	500 fpm
3	60 days	11.5 sec	50 ft/lbs max	2.6 sec	2.7 sec	500 fpm
4	60 days	9.0 sec	50 ft/lbs max	2.3 sec	2.7 sec	500 fpm

Location #3: John W. Bricker Federal Parking Garage						
Elev. No.	Mean Time Between Service Calls (Days) (A)	Performance Time (Seconds) (B)	Door Closing Force (Ft/lbs Max) (C)	Door Opening Time (Seconds) (D)	Door Closing Time (Seconds) (E)	No Load Running Speed (FPM) (F)
5	60 days	10.0 sec	50 ft/lbs max	2.1 sec	2.7 sec	350 fpm
6	60 days	10.0 sec	50 ft/lbs max	2.1 sec	2.7 sec	350 fpm

- ~~G.A.~~ The mean time between service calls for each elevator, or bank of elevators, as computed for the previous year shall be the minimum performance standard for the following year. The "mean time" between service calls shall increase or may remain unchanged.
- ~~D.B.~~ The performance time is measured from the start of door closing until the doors are $\frac{3}{4}$ open at the next successive floor regardless of travel.
- ~~E.C.~~ The door closing force of each elevator shall be measured as recommended in the ASME A17.2 Guide for Inspection of Elevators, Escalators and Moving Walks.
- ~~F.D.~~ Door opening time is measured from the start of motion until the doors are in the fully open position.
- ~~G.E.~~ The door closing time is measured from the start of motion until the doors are in the fully closed position.
- ~~H.F.~~ The no load running speed in the up and down direction of each elevator will be measured. The speed will be measured while the car is traveling from terminal floor to terminal floor.

2. Additional Performance Standards

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- A. Door Dwell Times - Door dwell times shall be maintained within the parameters which comply with the Americans with Disabilities Act.
- B. Door Operation - Door operation shall be quiet and positive with smooth checking at the extremes of travel.
- C. Ride Quality - The contractor shall maintain a comfortable elevator ride with smooth acceleration, deceleration and a soft stop.
- D. Stopping Accuracy - The elevators shall stop within +/- 1/2 inch of the floor.
- E. Service Calls - The occurrence of more than one (1) service call per elevator per month will require a corrective action plan by the Contractor.
- F. Downtime - An individual elevator shall not be out of service for more than two (2) consecutive workdays without the advance approval of the COR.

Exhibit 3
Resume
(C.4 Personnel)

PROPOSED POSITION TITLE _____
EMPLOYEE'S NAME _____
CURRENT POSITION WITH THE CONTRACT FIRM _____
TIME IN CURRENT POSITION (Years, Months) _____
RESPONSIBLE FOR THE WORK OF _____ PERSONS
DESCRIPTION AND SCOPE OF CURRENT JOB:

WORK EXPERIENCE (Past 7 Years in Chronological Order)

			<u>Immediate Supervisor's</u>
<u>Date From-To</u>	<u>Job Title</u>	<u>Company-Address</u>	<u>Telephone Number</u>

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EDUCATION SUMMARY (High School, College, Specialized, Trade-Name/Institution, Address, Periods of Attendance, Credits, Degrees, Certificates):

PROVIDE A BRIEF STATEMENT OF WHY THIS CONTRACT MANAGER AND/OR SUPERVISOR IS BELIEVED TO BE QUALIFIED FOR THIS CONTRACT.

Exhibit 4 **Definitions**

1. Acts of God. An act, event, happening or occurrence due to natural causes and inevitable accident, or disaster the effects of which could not have been prevented or avoided by the exercise of due care or foresight and is in no sense attributable to human acts.

NOTE: Long term events that are not uncommon, such as building expansion and contraction or settling, are not considered acts of god under this definition. (See item 9)

2. Additional Services. Additional services are services defined as work within the scope of this contract in addition to the basic services included in the offeror's overall pricing. Contractor will be reimbursed for the additional services to include all labor, supervision, supplies and materials. The CO or designee will issue a separate delivery order before work may proceed.

3. Contracting Officer (CO). The CO has the overall responsibility for administering this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and delivery schedules; make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. Additionally, the CO may delegate certain other responsibilities to his/her authorized representatives.

4. Contracting Officer's Representative (COR). The COR is designated by the CO at time of award and if necessary revised by letter during the contract period to assist the CO in discharging the CO responsibilities. The responsibilities of the COR include, but are not limited to: Evaluating Contractor performance with the Government's representative at the work site; advising the Contractor of proposed deductions for nonperformance or unsatisfactory performance; compliance with contract requirements insofar as the work is concerned; issuing purchase orders, and advising the CO of any factors which may cause delay in work performance. The COR will assist in the discharge of the CO's responsibilities when the CO is unable to be directly in touch with the contract work.

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5. Contractor. The term Contractor refers to the individual, firm, partnership, company, or corporation providing the services and directly contracting with the GSA as the prime contractor in the performance of the work described herein.

6. Defective Service. A unit of service that does not conform with specified contract requirements.

7. Designated Ordering Official. A designated ordering official is an employee of GSA who is authorized in writing by the Contracting Officer to issue and modify orders under this contract.

8. Elevator. The term elevator is used to mean all elevator, escalator, dumbwaiter, handicapped lift, courtroom lift, platform lift and wallglider equipment, if applicable, at the location(s).

9. Emergency. Emergency refers to all conditions and threats that are either man made or acts of god that require immediate action by the contractor to eliminate or mitigate actual or expected damages. Emergencies may include but not be limited to entrapments, bombings, bomb threats, civil disturbances, fires, explosions, electrical failure, entrapments, building flooding, chemical and gas leaks, medical emergencies, hurricanes, tornadoes, floods, and earthquakes.

10. Emergency Call-Back. Emergency call-back service consists of promptly responding to requests for emergency service 24 hours per day, 7 days per week. The contractor shall report to the site of the emergency within thirty (30) minutes of the time of notification and shall remain on the job until the emergency has been resolved. If the situation cannot be resolved immediately, the Contractor shall promptly notify the CO or their designee of the time and date corrective action will be taken. Requests for service may be made by the CO or their designee by telephone or other means. Emergency service consists of freeing individuals trapped in a stalled car, restoring inoperative elevators which are causing disruption to the arrival and departure of building occupants, or other situations determined by the CO or their designee to be an emergency nature.

11. Government Contract Inspectors. Government Contract Inspectors (also identified as Quality Assurance Evaluators) are subordinates of the CO or their designee and are responsible for inspecting and monitoring the Contractor's day-to-day work. The responsibilities of the Contract Inspector include, but are not limited to: Inspecting the Contractor's work to ensure compliance with the contract requirements; documenting, through written inspection reports, the results of all inspections conducted; ascertaining that all defects or omissions are corrected; conferring with Contractor representatives regarding any problems encountered in work performance, and generally assisting the CO or their designee in meeting his/her contract responsibilities. The Contractor shall make every attempt to join the contract inspector whenever inspections are conducted under this contract.

12. Historic Property. A property listed on the National Register of Historic Places (NHPA) requires the building preservation plan remain intact. Any question regarding the historic preservation program shall be coordinated with the COR. (Historic building status is noted on Building Information Sheets).

13. Installing Contractor. Construction contractor or subcontractor who originally installed the equipment, system, part, item, unit or component.

14. Maintenance Control Plan (MCP). ASME A17.1 Safety Code for Elevators and Escalators, Section 8.6.1.2 requires that all elevators be provided with a Maintenance Control Program (also referred to as a Maintenance Control Plan). A Maintenance Control Program for each unit shall be provided by the person(s) and/ or firm maintaining the equipment and shall be viewable on-site by elevator personnel at all times from time of acceptance inspection and test or from the time of equipment installation or alteration. The MCP is a written plan that details all of the maintenance tasks which must be performed and the frequencies with which they are performed. It takes into consideration a variety of criteria, including the type of equipment, its age and condition, the type of use, environmental conditions, and any other special concerns surrounding that elevator. It is not a generic document, but is intended to be a specific set of instructions designed to address all of the particular maintenance issues relating to a particular elevator. Procedures for tests; periodic inspections; maintenance; replacements; adjustments; and repairs for traction-loss detection means, broken-suspension-member detection means, residual-strength detection means, and related circuits shall be incorporated into and made part of the MCP. In GSA facilities a copy of the MCP shall be located in each elevator machine room, with a master copy kept in the building maintenance office.

15. Negligence. Is the failure to use care under the circumstances, it is the doing of some act which a person of ordinary

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prudence would not have done under similar circumstances or failure to do what a person of ordinary prudence would have done under similar circumstances.

16. Normal Working Hours. "Normal working hours" are the hours of building operation under most circumstances when all services shall be provided to all occupants. The normal working hours are as follows:

Location 1, Kinneary USCH, 7:00am-4:30pm, Monday through Friday, excluding Federal holidays.
Location 2 and 3, Bricker FB and Federal Parking Garage, 8:00am-4:30pm, Monday through Friday, excluding Federal holidays.

17. Normal Building Operating Hours. "Normal Building Operating Hours" are the hours the building is open for tenant occupancy. The normal operating hours are as follows:

Location 1: Kinneary USCH, 7:00am-5:00pm, Monday through Friday, excluding Federal holidays.
Location 2 and 3: Bricker FB and Federal Parking Garage, 8:00am-5:00pm, Monday through Friday, excluding Federal holidays.

18. Other Than Normal Working Hours. Hours other than that defined as normal working hours.

19. Overtime Services. Overtime services are defined as work within the scope of the contract originally intended to be performed during normal working hours, where the Government requests the work be performed outside of normal working hours to expedite the return of an elevator to operating condition or to minimize disruption to tenants.

20. Performance Requirements. Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor.

21. Performance Work Statement (PWS). The Performance Work Statement details the work requirement and can be referred to as the specification.

22. Performance Standard. The performance standard is based on the full and effective performance of all work as required by ASME A-17.1 Safety Code for Elevators and Escalators, the Maintenance Control Plan and this performance work statement and measurements of elevator speed, door opening and closing times, performance time, door closing force, floor to floor performance times, mean times between service calls, response to service calls, ride quality, stopping accuracy, downtime, customer surveys, and review of preventive maintenance and inspection reports shall be among the governing factors in determining the adequacy of the elevator maintenance.

23. Quality Assurance. Actions taken by the Government to ensure services meet contract requirements.

24. Quality Control. Quality control is defined as the activities and processes employed by the Contractor to monitor and oversee all of the work performed under this contract to ensure the highest level of quality and workmanship as well as timely and effective execution of all contract requirements. Quality control also includes those measures utilized to effectively identify problems or issues and implement corrective action that produces sustained results.

25. Service Calls. Service calls are responses and subsequent repairs or adjustments of elevator equipment and systems or problems reported to the Contractor by CO or their designee. The Contractor shall respond promptly within two (2) hours to requests for service. If the service call cannot be resolved within two (2) hours, the Contractor shall immediately secure the elevator and notify the CO or their designee of the problem and the time and date corrective action will be completed (excluding priority elevators such as freight or Judge's). In the case of priority elevators, work shall continue with immediate notification to the CO or their designee of the problem and time and date corrective action will be completed.

26. Shall vs Will and Shall vs Must. Throughout this solicitation, the terms "shall", "will" and "must" are used. "Shall", "will" and "must" denote the imperative. They indicate an obligation to act. In this solicitation, and any resulting contract, "shall", "will" and "must" have the same meaning.

27. Sign In/Sign Out (Log). Designated log format for use by all Contractor/Subcontractor employees to record the arrival and departure from the building. The Government requires all Contractor/Subcontractor employees to use the GSA Form 139

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whenever they enter or leave the building.

28. Designated On-site Authority. The term "designated on-site authority" refers to a person designated in writing by the contractor who has authority to act for the contractor on a day-to-day basis at the work site.

29. Vandalism. Willful and malicious destruction of property.

30. Warranted as Presented. The presenter guarantees the report or item presented as being accurate and truthful.

Exhibit 5
Applicable Publications

1. General. Publications applicable to this Performance Work Statement (PWS) are listed below. The Contractor shall be guided by and is obligated to follow these publications to the extent that he/she performs specific and general work related tasks which are governed by these publications. The publications are the recommended regulations, standards, and codes for job accomplishment. However, they are not absolute and other approaches will be considered. When deviations from this list are proposed, the offerors are required to explain their rationale for such deviation to the CO and their designee immediately.

2. Changes.

It is the responsibility of the Contractor to act on any supplements or modifications to the listed publications during the life of this contract, when they are provided by the CO or their designee and action is requested in writing. Prior to implementing any action to a revision, supplement, or modification that will result in an increase or decrease in contract price, the Contractor shall submit to the CO a price proposal for such change and obtain written direction when and if he/she is to implement the new requirements. The new requirements will become a contract modification when they are agreed upon in writing by the Contractor and the Government.

PUBLICATION	TITLE	DATE	PORTION
29 CFR Part 1900	OSHA General Industry Standards	CURRENT	ALL
ADM P 5940.1A	GSA Occupational Safety and Health Program	September 11, 2003	ALL
PBS P 5850.1B	Buildings Maintenance Management Handbook	Rev. April 1992	ALL
40 CFR	Clean Air Act	July 1992	ALL
ASME A17.1	American Society of Mechanical Engineers Safety Code for Elevators and Escalators	Most current Edition	ALL
	Elevator Industry Field Employees' Safety Handbook http://safety.elevatorworld.com/pdf/SHandbook.pdf	Most Current Edition	ALL
NFPA 70	National Electrical Code	Current Edition	ALL
Public Law 94-580	Resource Conservation and Recovery Act of 1976 (RCRA)	1976	Sub title F

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Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management	January 2007	ALL
	Recovered Materials Advisory Notices (RMAN) http://www.epa.gov/epawaste/conservation/cpg/index.htm	N/A	ALL
	USDA Biobased Products List http://www.biopreferred.gov/	N/A	ALL
Comprehensive Procurement Guidelines (CPG)	http://www.epa.gov/epawaste/conservation/cpg/index.htm	N/A	ALL
OFPP Letter 92-4	Procurement of Environmentally Sound and Energy Efficient Products and Services	November 2, 1992	ALL
NFPA	National Fire Codes	Current Edition	ALL
NFPA 30	Flammable and Combustible Liquids Code	Current Edition	ALL
ASME QE1 - 1	Standard for the Qualification of elevator Inspectors	Current Edition	ALL
ASME A17.2	Checklist for Inspection of Electric Elevators, Checklist for Inspection of Hydraulic Elevators, Checklist for Inspection of Escalators and Moving Walks	Current Edition	ALL
Contractor Performance Assessment Reporting System (CPARS)		N/A	ALL
Public Law 93-579	Privacy Act	1974	ALL
Energy Act of 2005	Energy Policy Act of 2005	2005	ALL

Exhibit 6
Reporting Requirements

All reports, plans, schedules and other submittals provided by the Contractor are subject to approval by the CO or their Designee.

1. The Contractor is required to perform in accordance with the Government's existing plans and schedules or as directed by the CO or their designee until the Contractor's "Deliverables" (submittals) are approved by the CO or their designee.
2. The Contractor is required to submit deliverables and reports to the CO or their designee at specified times throughout the life of this contract. Submission of deliverables and reports are considered critical to the successful completion of all contractual requirements. The following milestone chart lists deliverables and reports which must be provided by the Contractor and the respective due dates. Please note the frequencies indicated do not reflect any updates to submittals that may become necessary during the term of the contract.

ITEM	DUE DATE	REFERENCE
Maintenance Control Plan	15 Days After Award or by Contract Start whichever is earlier	Section C.2.1.5, Maintenance Control Plan Exhibit 4, Definitions, 14
Listing of Equipment or systems not operational by the official start time of the occupants	8:00 a.m. that day	Section C.2.1.3 Operation of Equipment
Firefighter's Emergency Operating Test	Monthly	Section C.2.1.11 Elevators with Firefighter's Emergency Operation
Emergency Phone Operating Test	Monthly	Section C.8.2 Adjustments and Tests, Paragraph d
Subcontracting Plan	Prior to Award	Section M.4 Special Standard(s) of Responsibility (b) Subcontracting Plan
Resumes for Contract Managers, Supervisors and Employees	Prior to Assignment to Contract, but No Later Than 5 Days After Award	Section C.4 Personnel
Resumes for Replacement Employees	Prior to Reassignment of Personnel	Section C.4 Personnel
License for Elevator Mechanic	5 Days After Award	Section C.4.5 Personnel
Communication System	5 Days After Award	Section C.5.2 Communication Systems
Metal Waste Containers	Start of contract	Section C.5.3 Metal Waste Containers
Safety Data Sheets	5 Days After Award	Section C.5.4 Materials, Supplies and Equipment

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ITEM	DUE DATE	REFERENCE
Inventory of Products	5 Days After Award	Section C.5.4 Materials, Supplies and Equipment
Accounting of Government Property	5 Days After Request or at expiration or termination of contract	Section C.6.1 Government Property
Name of Inspector and Evidence of Certification	5 work days prior to inspection	Section C.8.1 Elevator/Escalator Safety Inspections
Notification of Upcoming Inspection	5 work days prior to inspection	Section C.8.1 Elevator/Escalator Safety Inspections
Written Report of Inspection	10 Days After inspection	Section C.8.1 Elevator/Escalator Safety Inspections
Signed GSA Form 55 (Certificate of Elevator Inspection) and GSA Form 55A (Acknowledgement of Elevator Inspection (or forms that are equivalent)	10 Days After inspection	Section C.8.1 Elevator/Escalator Safety Inspections, Paragraph d
Results of all Tests Performed	10 Days After Inspection/Test	Section C.8.1 Elevator/Escalator Safety Inspections, Paragraph c
Uniforms	Start of Contract	Section C.9 Uniforms
Service Call Log	5 work days after end of month	Section C.11.2 Service Call Log (Routine) and Section C.12.3 Service Call Log (Emergency)
Monthly Progress Report	5 work days after end of month	Section C.15 Work Scheduling and Report Accomplishments, Paragraph d
Quality Control Plan (QCP)	With Initial Offer and As Updated	Section C.16.1 Quality Control Plan
Roles and Responsibilities of Key Personnel and Roster	With QCP	Section C.16.1 Quality Control Plan c. Roles and Responsibilities of Key Personnel
Quality Control Inspection Reports and Other Documentation	With Monthly Reports	Section C.16.1 Quality Control Plan d. Records and Files
QCP Progress Report (Self Evaluation)	Within 5 days of end of quarter	Section C.16.1 Quality Control Plan e. Progress Report
Strike Contingency Plan	With QCP	Section C.16.1 Quality Control Plan f. Strike Contingency Plan
Contractor Emergency Plan	With QCP	Section C.16.1 Quality Control Plan g.

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ITEM	DUE DATE	REFERENCE
		Contractor Emergency Plan
Contract Close-Out Examination	No Later Than 60 Day before Contract Expires	Section E.7 Contract Close-out Examination a.
Notification of Completion of Existing Deficiency Repairs	Before Contract Expires	Section E.7 Contract Close-out Examination c.
Method of Payment Information	5 Work Days after Award	Section G.2 Method of Payment
HSPD-12 Security Clearance Required Forms	14 Work Days After Provided by Government	Section H.3 Suitability Determinations f.
Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items	At Contract Completion	Section H.10 Affirmative Procurement Program, (c)
Interim Annual Report including percentage of post-consumer material contents	No later than November 1 of each year	Section H.10 Affirmative Procurement Program, (c)

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Exhibit 7 Elevator Inspection Form

Region 5 Elevator Inspection Form				
Building Name and Address: _____				
Inspection Date and Time: _____				
Inspected by: _____		Signature: _____		
Contractor's Receipt Signature: _____		Date: _____		
CATEGORY	INSPECTION ITEMS	YES	NO	COMMENTS
Lobby and Hallways	Car positions are displayed when hall indicators are provided			
	All numbers are lighting up			
	Hallway pushbuttons are secure and undamaged			
	Buttons light up when pushed			
	Elevators respond to calls within a reasonable time			
	When car arrives the chime or bell is loud and clear			
	The lantern showing the travel direction is lighted			
	The floor covering in lobby has not become tripping hazard, and there are no obstructions in lobby			
	The required elevator lobby lights are working			
Elevator Car Interior	The electric eye or screen causes doors to stop closing			
	Doors open and close smoothly and quietly			
	Elevator Inspection Certificate is displayed in the certificate frame and is up to date			
	Ceiling fixtures and wall coverings are firmly in place			
	All car lights are working			
	The floor covering in the elevator cab has not become a tripping hazard			
	All access panels are locked and secure			
	All directional indicators are working			
	Push buttons are operational and light up when pressed			
	All floors light up			
	Panel mounting screws are not missing or mismatched			
	Door open button stops the door from closing and makes it reopen			
	Smooth starting and stopping			
	No unusual noise or vibration			
	Car levels properly when it stops at a floor			
Emergency Telephone	No handsets in elevator cabs (Only hands-free emergency phones are permitted)			
	Insure monthly tests are performed and recorded on test log			
Machine Room	Access to machine room is clear and unobstructed			
NOTE: Elevator machine rooms are restricted spaces. For your safety insure that you are accompanied by qualified elevator personnel whenever entering the machine room.	Machine room is properly ventilated and within required temperature range			
	Access to machine room is well lighted			
	Machine room doors are self closing and self locking, and are not propped open			
	All controller cabinets and other electrical cabinets are closed and secured			
	Maintenance control program is available in machine room			
	Preventive maintenance log is provided and is properly recording work performed			
	Service call log is provided and is properly recording all work performed			
	Light switch is within reach of access door			
	All electrical outlets have GFCI protection			
	All lights work, and are properly guarded			
Housekeeping	Room is free of debris, and floor is free of grease and oil			
	Tools and materials are not sitting in the floor			
	Approved storage cabinets provided for parts and supplies			
	Storage of non-elevator supplies is not permitted			
	Approved fire cans provided for flammable trash			
	"ABC" type fire extinguisher is mounted near door and regularly inspected			

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EXHIBIT 8 – RESERVED

EXHIBIT 9 – Green Purchasing Report

[illegible]

♦♦♦♦♦END OF SECTION♦♦♦♦♦

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Section K – Representations, Certifications, and Other Statements of Offerors

K.1. Remittance Address

When the Contractor wishes payments to be mailed to an address other than that indicated on the Standard Form 33, Solicitation, Offer and Award, he/she shall insert the proper remittance address in the space provided below:

K.2. Security Forms Quantity

The Contractor must identify the number of security requirements forms that he/she requires if awarded this contract. Refer to **Section H, Paragraphs H3 and H4**. — forms are required.

K.3. FAR 52.204-8 Annual Representations and Certifications. (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238290.

(2) The small business size standard is 15 MILLION.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, *Previous Contracts and Compliance Reports*. This provision applies to solicitations that include the clause at 52.222-26, *Equal Opportunity*.

(xii) 52.222-25, *Affirmative Action Compliance*. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, *Equal Opportunity*.

(xiii) 52.222-38, *Compliance with Veterans' Employment Reporting Requirements*. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, *Biobased Product Certification*. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, *Affirmative Procurement of Biobased Products Under Service and Construction Contracts*.

(xv) 52.223-4, *Recovered Material Certification*. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, *Buy American Certificate*. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, *Trade Agreements Certificate*. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, *Prohibition on Conducting Restricted Business Operations in Sudan—Certification*. This provision applies to all solicitations.

(xx) 52.225-25, *Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications*. This provision applies to all solicitations.

(xxi) 52.226-2, *Historically Black College or University and Minority Institution Representation*. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, *Small Disadvantaged Business Status*.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, *Certification Regarding Knowledge of Child Labor for Listed End Products*.

___ (iii) 52.222-48, *Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification*.

___ (iv) 52.222-52, *Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services- Certification*.

___ (v) 52.223-9, with its Alternate I, *Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only)*.

___ (vi) 52.227-6, *Royalty Information*.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, *Representation of Limited Rights Data and Restricted Computer Software*.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____